Visa Platinum ScoreCard Rewards Credit Card Disclosure

The information about the costs of the card described in this disclosure is accurate as of April 11, 2012. This information may have changed after that date. To find out what may have changed, call 910.577.7333 or 800.225.3967, visit www.marinefederal.org, or write Marine Federal Credit Union, PO Box 1551, Jacksonville, NC 28541-1551.

Interest Rates and Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	**9.9%**
APR for Balance Transfers	**9.9%**
APR for Cash Advances	**9.9%**
Penalty APR and When It Applies	**18.0%** This APR may be applied to your account if you: (1) Make a Late Payment (2) Go Over Your Credit Limit (3) Make a Payment that is Returned; or (4) Do any of the above on Another Account You have with Us. **How Long will the Penalty APR Apply?** If your APRs are increased for any of these reasons, the Penalty APR will only apply for the next six months if you make the next six consecutive minimum payments when due; and you do not again default on these conditions during this time. If you fail to make the next six monthly payments when due, the Penalty APR will continue to apply until the account is paid in full and closed. If you receive a penalty rate and you have a Visa Platinum ScoreCard (Cash Back or Rewards), you will no longer be eligible for Cash Back or Reward benefits.
Paying Interest	Your due date is at least 25-days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Payment	The minimum payment is the greater of **2%** of the total new balance, or **$35.00**, or the total new balance if less than **$35.00**. If the balance exceeds the limit, the minimum payment is **$35.00** or the amount over the limit plus **2%** of the balance.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website http://consumerfinance.gov/learnmore

See page two for more important information about your account

Fees	
Set Up and Maintenance Fees	None
Transaction Fees	Balance Transfer Fee: **3%** or **$10.00** whichever is greater Cash Advance Fee: **3%** or **$10.00** whichever is greater Visa Receipt Copy Fee: **$2.00** plus research costs Research Fee: **$10.00** per hour Foreign Transaction Fee: Up to **2.80%** Credit Card Recovery Fee: **$75.00** Copy of Billing Statement: **$5.00** Stop Payment on a Convenience Check: **$10.00**
Penalty Fees	Late Payment Fee: **$25.00*** on the 1st occurrence if the payment is not made by the due date or **$35.00*** for each additional occurrence within the next 6 billing cycles if the payment is not made by the due date. Returned Payment Fee: **$25.00*** on the 1st occurrence and **$35.00*** for each additional occurrence within the next 6 billing cycles. Returned Convenience Check: **$25.00*** on the 1st occurrence and **$35.00*** for each additional occurrence within the next 6 billing cycles. * Or less as restricted by law. The fee amount will not exceed the amount of your minimum payment.

How we will calculate Your Balance: Average Daily Balance method is figured by adding the outstanding balance (including new purchases, and deducting payments and credits) for each day in the billing cycle and dividing the total of each day by the number of days in the billing cycle.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Security for Advances and Purchases: The Credit Union will acquire a security interest in the property purchased with your Credit Card; and collateral securing other loans with us may also secure this account. Also, you are giving us a security interest in your shares and other deposits in the Credit Union.

MARINE FCU CREDIT CARD AGREEMENT AND DISCLOSURES

BINDING ARBITRATION: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS YOUR RIGHT TO BRING A LEGAL ACTION IN A JUDICIAL FORUM (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH HEREIN).

PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE; AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE OF THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES; AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. SEE PARAGRAPH 40 HEREIN FOR COMPLETE DETAILS.

THIS IS YOUR AGREEMENT AND DISCLOSURE STATEMENT WITH MARINE FEDERAL CREDIT UNION. PLEASE READ IT CAREFULLY AND KEEP IT FOR YOUR RECORDS. IT SUPERSEDES ALL PRIOR AGREEMENTS AND DISCLOSURE STATEMENTS RELATING TO YOUR ACCOUNT. YOU DO NOT HAVE TO SIGN THIS AGREEMENT. YOUR AGREEMENT TO ALL OF THESE PROVISIONS, AS AMENDED FROM TIME TO TIME INCLUDING THE CARD ISSUED BY US, WILL BE SHOWN BY YOUR APPLICATION FOR THE CARD, YOUR ACCEPTANCE OF THE CARD, OR YOUR USE OF THE CARD, WHICHEVER OCCURS FIRST.

1. **Definitions.** In this Agreement, the word "Card" means either one or more Visa credit card and any duplicates, renewals or substitutions we issue. The words, "you," "your," and "yours" mean all cardholders (borrowers and co-borrowers); anyone any cardholder permits to use the Card(s); as well as any authorized user for whom an additional Card(s) is issued to the extent of their purchases and cash advances, as well as transactions by anyone they permit to use the Card(s). The word "cardholder" means any applicant or co-applicant to whom a Card is issued by us. The words "Credit Union," "we," "us," and "our" means Marine Federal Credit Union or anyone to whom the Credit Union transfers this Agreement. The words "Convenience Checks" means one or more checks that we may send to you to access your Credit Card Account. “Applicable Law” shall include: “(i)Visa U.S.A. Inc. Bylaws, Visa U.S,A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; and (ii)any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time.

2. **Pledge of Shares and Security Interest.**

BY SIGNING AN APPLICATION, ACCEPTANCE OR AUTHORIZED USE OF ANY CREDIT CARDS, YOU GRANT AND PLEDGE A CONSENSUAL LIEN TO US ON ALL SHARES TO SECURE PAYMENT OF YOUR OBLIGATIONS ON THIS ACCOUNT. IN ADDITION, YOU ACKNOWLEDGE OUR STATUTORY LIEN RIGHTS UNDER THE FEDERAL CREDIT UNION ACT; YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED; AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE. “Shares” for the purpose of your pledge to secure your obligations to the Credit Union means all deposits in any share savings, share draft, club, certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

SECURITY AGREEMENT: *“Non-Purchase-Money Security Interests”* Payments on your Account are secured by any security interest in any property securing your other obligations to the Credit Union, whether existing now or in the future, except your household goods and your primary residence. *“Purchase-Money Security Interests”* You hereby grant the Credit Union security interest in all property purchased/acquired by you or any authorized user pursuant to the use of this Account, including a purchase-money security interest in any household goods purchased/acquired with an extension of credit upon this Account. These *Purchase-Money Security Interests* shall secure faithful performance of all obligations arising under this Agreement; and the Credit Union shall have all of the rights of a secured party in accordance with Article Nine of the Uniform Commercial Code and/or other applicable law.

3. **How to Use this Account.** You must sign the Card in order to use it. You can purchase or lease goods and services ("Purchases") from any merchant who honors your Card up to your maximum credit limit by presenting your Card and signing a sales slip or writing a Convenience Check for the amount of the Purchase. You may also use the Card to obtain

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cash loans ("Cash Advances") up to your maximum credit limit from financial institutions that accept the credit card, and by use of preprinted Convenience Checks that the Credit Union may issue to you. You agree not to present your Card, obtain a Cash Advance or write a Convenience Check for any extension of credit in excess of your available Credit Limit (the difference between your outstanding balance and your maximum credit limit) on your account. Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card due to alerts in certain countries or geographic areas. We will have no liability to you or others if any of these events occur. The credit union has the right to reduce your credit limit, refuse to make an advance, and /or terminate your Account at any time for any reason not prohibited by law.

4. **ATM Access.** If you have received a personal identification number (PIN), you may use your Card and PIN to obtain Cash Advances at any Automatic Teller Machine ("ATM") that accepts your Card. Your PIN is confidential and should not be disclosed to anyone. You agree not to write your PIN on your Card, you will not keep your Card and PIN together, and you will not provide your PIN to anyone who is not an authorized user. Except as otherwise provided in this agreement, advances through ATM access will be treated as Cash Advances and are subject to cash advance fees under this Agreement. Advances at authorized ATMs are limited to a total of $500.00 during any 24-hour period. Although we do not charge an ATM fee for this service, others may. **Owners of ATMs that we do not own may charge fees in addition to any fees disclosed in this Agreement. This is not a fee charged by Marine Federal Credit Union; however, any such fee will be added to your account. The party charging the fee is required to provide appropriate disclosures to you with regard to any such fees.**

5. Money Transfer Services. (Effective April 15, 2011) You will have access to Money Transfer Services upon your successful enrollment in the Money Transfer Services Program (MTS), you may use your Card to transfer funds to, or receive funds from, any Card that has been enrolled in MTS by another Participant. The minimum Transmittal Amount is $1.00 and the maximum Transmittal Amount is $2,500.00. You may not transfer more than $2,500.00 per day or more than $10,000.00 per month. In addition you may not receive more than $2,500.00 per day or $10,000.00 per month. We may increase or decrease these limits from time to time in our sole discretion. We reserve the right to accept or reject any MTS request in our sole discretion. Only you may access MTS and initiate a request using your Card. You may only have one Card enrolled in MTS at any one time. Subject to these Terms and Conditions, and following successful transmission of your request to the Issuer, the Issuer will transfer funds to the designated Recipient's Card pursuant to such request and debit the transmittal amount and any applicable fees from your card balance. You acknowledge and agree that any fees that may be charged in connection with any request you submit, even one that is later voided, are fully-earned and non-refundable. Each transmittal amount you send pursuant to a request will be posted to the Recipient's Card in accordance with the posting rules established by the financial institution that has issued such Card. Each transmittal amount that is sent to your Card will generally be posted to your Card within two (2) Business Days after we receive the Transmittal Amount from the Sender. Any charges that you may incur in accessing MTS, including, without limitation, any mobile phone airtime charges or internet connection charges, shall be your sole responsibility. Any offer to enroll or participate in MTS is void where prohibited by Applicable Law.

If you receive any transmittal amount from any Money Transfer Service (MTS) provider you agree to receive more than $2,500.00 per day or no more than $10,000.00 per month. We may increase or decrease these limits from time to time in our sole discretion. We reserve the right to accept or reject any MTS request in our sole discretion. Each transmittal amount that is sent to your Card will generally be posted to your Card within two (2) Business Days after we receive the Transmittal Amount from the Sender.

6. **Maximum Credit Limit.** Your Maximum Credit Limit will appear on the folder in which you receive your Card and on your monthly statement. At our discretion, we may change your credit limit at any time, and may provide separate limits for purchases and for cash advances. We will notify you if we do, either by mail, email or through your monthly billing statement. You may request a change to your credit limit by contacting the Credit Union in person, by telephone, email or mail. Your continued use of the Card will show your agreement to any such increase. You agree to pay any amounts you owe that exceed your maximum credit balance upon demand. You agree we are not obligated to extend to you credit for any amount that would cause your outstanding balance to exceed your Maximum Credit Limit, or for any amount if your outstanding balance already exceeds your Maximum Credit Limit. Any increase in your Maximum Credit Limit requested by you will require you to make an application for our approval. In assessing your credit limit under the provisions in this Section (either at our discretion or upon request): (a) we may and you authorize us to review your credit history, including consumer credit reports; (b) you authorize us to have this review made by third parties to determine whether you meet the criteria we have set for such an increase; and (c) this process shall not be pre-screening under the Fair Credit Reporting Act or other applicable laws or regulations based on our existing relationship and this Agreement.

If your credits and payments exceed what you owe on your credit card, the amount will be applied against future purchases and cash advances. If the credit balance amount is $1 or more, it will be refunded upon your written request or automatically after six months.

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Limits for ATM and Over-the-Counter Cash Advances can be determined by contacting the Credit Union's VISA Department as set forth at the end of this Agreement.

7. **General Terms Governing Your Payments:** You will be jointly and severally liable and agree to pay the Credit Union for all charges (purchases, cash advances, finance charges, and other charges added to your Account under the terms of this or any other agreements with us) extended to you or anyone else using any Card issued for your account, unless the use of such Card is by a person other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit. Authority includes, but is not limited to, any authorized users permitting another person to use any Card(s). Further, all users are obligated to us for all charges they make, authorize or permit.

The Credit Union can accept late or partial payments as well as payments that are marked with "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You must pay the Credit Union in U.S. dollars drawn on funds on deposit in the United States. If you make payment with other currencies or from an institution domiciled outside the United States, then your payment will not be credited until the funds have been collected by us in U.S. dollars. The Credit Union will determine the method of applying payments and credits to your account, which will in all respect comply with any specific requirements of applicable laws.

Unless otherwise required by specifically applicable laws, for payments received by mail by 5:00 PM EST, you will receive credit that day; and for payments made in any other manner, including in person, your account will be credited the day payment is received.

If the Credit Union receives a payment by mail by **5:00 PM EST** you will receive credit that day; payment received after **5:00 PM EST**, will be applied to the next business day. If a payment due date falls on a Holiday or Weekend, the payment will not be considered late if received the following business day.

You authorize us to honor any Purchase or Cash Advance you make by internet, telephone, or mail on this account. You agree that a signature is not necessary as identification in such cases. We reserve the right to refuse to honor any request for credit, to reduce your credit limit or terminate your account at any time using our sole discretion, based on changes in the economy, the Credit Union's financial condition, your creditworthiness, or for any other reason not prohibited by law.

To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on all or part of the credit available to you for new purchases or cash advances under this agreement any time the Credit Union receives a large payment $1000 or more, by a method other than cash, certified funds, or electronic transfer. In such cases, the Credit Union may freeze your credit line until payment is actually collected by us.

8. **Minimum Payment Due.** You can pay off your account balance in full each month or you can pay in monthly installments. If you do not pay your balance in full, you agree to pay at least a minimum payment of 2% of your New Balance (rounded to the nearest whole dollar) or $35.00, whichever is greater at the end of each statement period. If the New Balance shown on your periodic statement is $35.00 or less, you agree to pay this amount. Generally payments above the Minimum Payment will be applied first to higher interest rate balances and then to lower interest rate balances. Unless the Credit Union takes other action as a result of a default under this Agreement, the Minimum Payment Due will also include any amount that is past due and any amount by which your new balance exceeds your credit limit. Payments and credits will be applied first to pay billed but unpaid finance charges; late charges, and other fees or charges provided for herein; and next to unpaid cash advances; and then to your unpaid purchase balance. You must pay at least the minimum payment each month, but you may pay more than that amount at any time without a penalty. The sooner you pay your new balance, the less you will have to pay in finance charges. The "Payment Due Date" will be shown on your periodic statement.

9. **Returns and Adjustments.** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is $1.00 or more, it will be refunded upon your written request or automatically after six months.

10. **Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions.** ***Currency Conversion Fee:*** If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA as applicable. The exchange rate VISA uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 2.8% will be applied to transactions that are converted from foreign currencies to U.S. dollars. ***Cross-Border Transaction Fee:*** In addition, VISA charges us a Cross-Border Assessment up to 2% on each transaction on all cross border transactions

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regardless of whether there is a currency conversion. For purposes of this Section, “cross-border transaction” shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

11. Finance Charges on Account. You agree to pay the FINANCE CHARGE on your account.

A **FINANCE CHARGE** computed on a daily periodic rate ("DPR") will begin to accrue for new Purchases, if you do not pay the New Balance in full within 25 days after the billing date of the statement on which the new Purchases first appear. A **FINANCE CHARGE** computed on a daily periodic rate ("DPR") will begin to accrue on the transaction date of Cash Advance(s) or Purchases (except as provided above), or the first day of the billing cycle, whichever is later, and will continue to be imposed until you have paid any outstanding balance in full. The Credit Union calculates the **FINANCE CHARGE** as follows:

a. The **FINANCE CHARGE** will be figured by applying the daily periodic rate of your Account to the average daily balance of Purchases and Cash Advances. The daily periodic rate and **ANNUAL PERCENTAGE RATE (APR)** to be used is determined by the account applied for or approved by us pursuant to the terms of your application.

Visa	Annual Percentage Rate*	Default Rate	APR Ceiling
VISA Platinum Scorecard Bonus Points and Rewards	9.90%	18.00%	18.00%
VISA Platinum Scorecard CashBack	11.90%	18.00%	18.00%

*Only the current rates being offered are listed, not all rates members may already have are listed.

b. To get the total average daily balance on your Account, we take the beginning balance of your Account each day, add any new Purchases and Cash Advances, unpaid Finance Charges, current late payment fees, and other fees, and subtract any payments or credits. This is your daily balance. Then we add all the daily balances for the billing cycle and divide their total by the number of days in the billing cycle. This gives you the average daily balance. This determines the balance subject to the **FINANCE CHARGE.**

Non-Variable Rate Option: The Credit Union, in its sole discretion, may change the Daily Periodic Rate and ANNUAL PERCENTAGE RATE from time to time in compliance with any specifically applicable laws and/or regulations. Any change in the Finance Charge shall apply only to new Purchases and Cash Advances. If the current effective rates are different, they are disclosed on an enclosed/attached insert.

12. “**Promotional Rate” Finance Charges.** From time to time and in our sole discretion we may offer a special rate applicable to certain transactions such as particular purchases (as defined by us), balance transfers, cash advances, or purchases made by using Convenience Checks. Applicable terms and conditions will be disclosed at the time any such promotion is offered, and are incorporated into this Agreement by reference. The promotional rate will apply only to the transactions and for the period of time set forth in any such offer from us. Existing balances and new purchases or advances not expressly subject to any such promotion will remain governed by the terms and conditions of this Agreement. In addition, the terms and conditions of this Agreement will govern your obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer, that are not fully paid within the time period set forth in such promotional offer.

13. **Interest Rate Adjustment (Default Rate)** The Credit Union will adjust the interest rate on your account whenever your account is 60 days past due. We will change your interest rate to a non-variable **ANNUAL PERCENTAGE RATE** of 18% on the first day of the billing cycle following the cycle that was 60 days past due. After six (6) consecutive billing cycles of your account being paid pursuant to the terms of your agreements with the Credit Union, we will change the interest rate to the rate prior to the default rate, which will become effective on the first day of the billing cycle following the Sixth (6) consecutive billing cycles paid as agreed. If you fail to pay your Account pursuant to the terms of your agreement at any time during the next six (6) billing cycles after your account has had an interest rate adjustment due to default your account will remain at the Default Rate of 18% until such time as six (6) consecutive payments have been paid as agreed and your account has been reviewed to determine if the rate should be reduced based on your payment history.

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14. **Monthly Statement.** We will send you a monthly billing statement whenever there is activity on your account. Your monthly statement will show an itemized list of current charges (Purchases and Cash Advances) and Convenience Check transactions to your account, your new balance, any Finance Charges, the minimum payment due, and the payment due date. In addition, it will show your current credit limit, payments, and credits, a summary showing your Purchases and Cash Advances, the merchant, electronic terminal or financial institution at which transactions were made, as well as other information concerning your account. Sales, Cash Advance, credit, or other slips cannot be returned with any statement. You should retain a copy of such slip furnished at the time of the transaction in order to verify your monthly statement. ***E-Statements:*** If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print, and otherwise copy/download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner.

15. **Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, purchase rewards or rebates at no additional cost to you. You understand that the Credit Union is not obligated to continue or to offer such services and may withdraw or change them at any time. If these benefits are withdrawn prior to any accrued use by you, the Credit Union will have no obligation to provide the benefit or enhancement, or any other compensation or consideration.

16. **Maximum Fees During the First Year:** During the first year after the credit card is opened the total fees charged to your credit card will not exceed 25% of the credit limit in effect when the account is opened. This limit does not apply to late payment fees, over-limit fees or returned payment fees or other fees the consumer is not required to pay with respect to the account such as an expedited payment for making a payment by phone. However, the limit does apply to cash advance fees, balance transfer fees and foreign transaction fees.

17. **Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card except as listed in the Special Rules for Credit Card Purchases set forth at the end of this Agreement.

18. **Skip Payment Option**. At our option, we may offer you the opportunity to not make ("skip") a minimum payment during certain designated billing cycles ("skip payment period"). If you do not make your minimum payments as provided in this Agreement, during such designated billing cycles, you understand that we will continue to apply finance charges to your account. Beginning with the billing cycle following an allowed skip payment period, all other provisions of this Agreement will apply. We have no obligation to accept your application for any skip payment period offered, and you authorize us to investigate your creditworthiness including obtaining consumer credit reports. We may charge you an application processing fee for each skip payment period that we may offer to cover our costs of investigating your qualifications for this extension including but not limited to the costs associated with researching your creditworthiness.

19. **Exceeding Your Credit Limit.** You will be in default if the balance of your account exceeds the credit limit. If you are in default, the credit union may temporarily suspend your credit card or terminate your account. If at any time your total new balance exceeds your credit limit, you must immediately pay the excess upon the Credit Union's demand.

20. **Late Payment Fee.** The Credit Union will charge your account a late payment fee for each billing period in which your minimum payment is not received by your payment due date. The fee will increase if there are any additional late payments made within the next 6 monthly payment cycles following the last late payment. This fee will be added to your account balance. For current fee information, refer to the enclosed/attached insert as is applicable to your Account: VISA Platinum Scorecard Bonus Points/Rewards or VISA Platinum Scorecard CashBack Disclosure.

21. **Returned Payment or Insufficient Funds Fee.** The Credit Union will charge your account a fee if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, collected by us, or if we must return it to you because it cannot be processed for any reason. This fee will be added to your account balance. For fee information, refer to the enclosed/attached insert as is applicable to your Account: VISA Platinum ScoreCard Bonus Points/Rewards or VISA Platinum ScoreCard CashBack Disclosure..

22. **Charge for Copies, Research and Card Replacement.** If you ask for a copy of any document, such as a sales slip or Convenience Check, a charge per hour may be imposed for the time it takes to research and locate the document and a charge per copy will apply. In addition, a billing statement copying fee will be imposed per copy. However, no charge will be imposed in connection with any actual or asserted billing error. We may charge a fee to replace a lost card. For fee information, refer to the enclosed/attached insert as is applicable to your Account: VISA Platinum ScoreCard Bonus Points/Rewards or VISA Platinum ScoreCard CashBack Disclosure.

23. **Card Recovery Fee.** A card recovery fee may be charged if you use the card(s) after we mail you notice of termination of this Agreement. For fee information, refer to the enclosed/attached insert as is applicable to your Account: VISA Platinum ScoreCard Bonus Points/Rewards or VISA Platinum ScoreCard CashBack Disclosure.

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24. **Fees for MTSs.** Until we post an amendment to, we will not charge you any fees for the MTS Services. Once we begin charging fees we will normally deduct fees and charges automatically from your Card balance at the time a fee or charge is incurred for MTSs sent or received.

25. **Your Responsibility and Liability for Unauthorized Use and Lost or Stolen Cards or Convenience Checks.** If your Card or Convenience Checks are lost or stolen, or if you are afraid someone used or may use them without your permission, you must notify the Credit Union at once by calling 1-800-225-3967. If notice is given orally, you will promptly confirm it in writing. The Credit Union may require you to provide us certain information in writing to help us investigate any unauthorized use. Further, you agree to cooperate and assist us or any government or law enforcement agent or agency in investigating, collecting or pursuing any other rights (civil and criminal) relating to any unauthorized use. In this regard, you agree to file an appropriate police report when asked to do so. Do not use the Card or the Convenience Checks after you have notified the Credit Union, even if you find them or have them returned to you.

You are liable for all transactions that you authorize. *No Liability:* You will have no liability for unauthorized use of your Card, Convenience Checks or other Access Devices for non-ATM transactions made over the VISA Network if the following conditions are met: (1) You have not been grossly negligent; and (2) You have not committed, participated in or conspired to commit any fraudulent act or scheme involving the use of your VISA credit card account. *Limited Liability:* For transactions on other networks or ATM transactions, you may be liable for unauthorized transactions using your Card, Convenience Checks or other Access Devices that occur before we are notified. However, your liability for unauthorized use on networks other than VISA will not exceed $50.00. In any case, you will not be liable for any unauthorized use after notifying us of the loss, theft or unauthorized use of your Card, Convenience Checks or other Access Devices.

26. **Our Liability for Failure to Complete Transactions**. If we do not complete a transaction pursuant to any request, and/or in the correct amount, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if through no fault of ours, you do not have adequate funds available on your Card to complete the transfer;
- if circumstances beyond our control (such as fire, flood, terrorist attack, national emergency, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions we have taken;
- if access to your Card has been blocked after you reported your Card lost or stolen;
- if there is a hold on your Card for any reason;
- if your funds are subject to legal process or other encumbrance restricting their use;
- if your transfer authorization terminates by operation of law;
- if a computer system or mobile device was not working properly and you knew about the problem when you initiated the transaction;
- if we have reason to believe that the requested transaction is not authorized; or
- as otherwise provided in this Agreement.

27. **Default.** You will be in default if: (a) you fail to pay the Minimum Payment Due by the Payment Due Date; (b) the Credit Union, in its sole discretion, feels insecure (For example: Our good faith belief that your ability to pay your account is impaired; use of your account in any manner or in any way that may expose the Credit Union to a risk of loss; etc.); (c) your ability to repay is materially reduced by a change in your employment, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death, or (for community property state residents only) by a change in marital status or domicile; (d) you exceed your credit limit without our permission; (e) you have made a false or misleading statement to us in your application or otherwise; (f) you are in default under any other agreement with us; (g) if you use or authorize the use of any Card(s) to make or facilitate any illegal transaction; or (h) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended from time to time. Upon default we may close your Account to future purchases and advances and, to the extent not prohibited by Governing Law, demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default if required by applicable law. The Credit Union's sole obligation hereunder with regard to determining and declaring an event of default is the exercise of "good faith," based on its subjective understanding of applicable facts. We shall also have the right to close your account and terminate access privileges where your account is inactive for such periods of time as we may from time-to-time determine to be appropriate for protecting both our and your interests.

28. **Collection Costs.** You agree to pay all costs incurred by the Credit Union in collecting any amounts you owe or in enforcing or protecting the Credit Union's rights under this Agreement, including attorneys' fees of 20% of the unpaid balance or such greater sum as may be reasonable, and also those costs, expenses and attorneys' fees incurred in any appellate, bankruptcy and post-judgment proceedings, except as limited or prohibited by applicable law.

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29. **Updating and Disclosing Financial Information.** We may report your performance under this Agreement to credit reporting agencies and secure follow-up credit reports on you for any legitimate business reason, including if you fail to make your minimum payments on time. We can reinvestigate and reevaluate any information you provide on your Credit Card Application at any time, and in the course of doing so, we may ask you to provide additional information, request credit bureau reports, and/or otherwise verify your current credit standing.

Access to Account Information: You agree that all borrowers and authorized users will have access to information regarding transactions on your account, including but not limited to purchases and cash advances, account balances, account history, payments, and other information relating to or arising with regard to this account or any transaction.

30. **Correcting the Credit Union's Credit Report.** If you think the Credit Union reported erroneous information about you to a credit reporting agency, call the Credit Union at the telephone number listed on your monthly billing statement. The Credit Union will promptly investigate the matter. The Credit Union will contact each credit reporting agency whose records may reflect an error. The Credit Union will require them to correct your report if its investigation decides that you were correct. If the Credit Union disagrees with you after the investigation, the Credit Union will advise you, in writing or by phone, and instruct you how to submit to those agencies a statement of your position that will become a part of your credit record with them. The instructions will include the name, address, and phone number of each such agency, along with other pertinent information.

31. **Closing Your Account.** Any individual cardholder without the consent of other cardholders may close your Account at any time by notifying us in writing as indicated in this Agreement. Credit Union may close your account or suspend your Card privileges or Convenience Checks at any time without prior notice. Credit Union may also reissue a different Card or different checks at any time. You must return the Card or the Convenience Checks to the Credit Union upon request. You agree that the Card and all Convenience Checks remain the property of Credit Union. Each Card we issue will have an expiration date. Upon expiration of your Card your account will automatically terminate; or the Credit Union, in its sole discretion, may extend your Agreement and issue a new card with a new expiration date. If your account is closed, expires or your credit privileges are terminated or suspended, you will remain responsible for paying all amounts you owe us according to the terms of this Agreement. Without limiting the foregoing, the Credit Union has the right to terminate your line of credit or any part of the services provided pursuant to this Agreement and to demand the return of all cards, access checks and other access devices if the Credit Union, in its sole discretion, feels that it is insecure for any reason whatsoever; including but not limited to mismanagement of your account, failing to safeguard any access device, creation of any credit balances by you that may increase the risk of loss or exposure of the Credit Union or failing to cooperate with the Credit Union or others with regard to any claim of unauthorized use or any other defense to payment under applicable law.

32. **Changing This Agreement.** The Credit Union may change the terms of this Agreement, including the Annual Percentage Rate, at any time, upon 45 days advance notice to you. Except where limited by applicable law, the new terms, including, but not limited to, increasing the finance charge or the way the Credit Union calculates finance charges, late charges, and the minimum payment due, will apply both to new purchases and cash advances as of the day of the change. In accordance with applicable law, the Credit Union will notify you of any increased charge or change by writing to you at the most recent address shown for you on the Credit Union's records.

33. **Delay in Enforcement/Waivers.** The Credit Union may delay or waive enforcement of any of the provisions of this Agreement, including any agreement to make timely payments, without losing its right to enforce the same provision later or any other provisions of this Agreement. You waive the right to receive notice of any waiver or delay or presentment, demand, protest, or dishonor. You also waive any applicable statute of limitations to the full extent permitted by law and any right you may otherwise have to require the Credit Union to proceed against any person before suing you to collect. You understand that the Credit Union will not be liable for a merchant's or other parties' refusal to honor your Card whether due to an error by the Credit Union, the merchant, the Credit Union's authorized agent, or other third party.

34. **Change of Name, Address or Employment.** You will notify the Credit Union immediately in writing if your name, home address, or employment changes.

35. **Additional Terms of Agreement** To the extent not prohibited by applicable law, the terms, interpretation and enforcement of any claim or dispute arising under this Agreement, as well as all parties' rights and duties, will be governed by **North Carolina** State law regardless where you may reside or use your account. Further, this Agreement is the contract which governs all transactions on your Account even though sales, cash advances, credit or other slips may contain different terms.

You may not transfer or assign your account or Card to any other person. The Credit Union may assign or transfer this Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives. **If there are joint obligors or authorized users for this credit plan, each of you will have the right to use the Account to obtain loans pursuant to the terms hereof. Any**

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one obligor's elections, transactions and directions to the Credit Union shall be binding upon all obligors. Each of you will be liable for all obligations owing on the Account whether borrowed by you or otherwise and whether within or beyond the credit limit. Your liability will be joint and several. Either party has the right to cancel this Agreement. Further each of you is responsible for all amounts borrowed by any authorized user(s). Authorized users and other users may also be required to repay the amount owed for charges they make; however, you remain, at all times, primarily responsible for all amounts owed. All Cards, billing statements and notices will be mailed or delivered to the address given on the application for either applicant unless you direct otherwise in writing. If any law or judicial ruling makes any part, provision, sentence or section of this Agreement unenforceable, the remainder will continue in full force and effect.

36. **Insurance.** You may be offered insurance for your credit card. If you elect insurance, as set forth in your application, then the charges will be added to your Account balance on each billing cycle, if your insurance application is approved. Credit insurance is voluntary and not required to obtain a credit card account with us. You have a right to terminate this insurance at any time by notifying us in writing.

37. **Compliance with Applicable Laws and Prohibition of Illegal Transactions.** You warrant and agree that you will at all times comply with all Applicable Laws; and that your card and services are at all times subject to Applicable Laws. Further, you agree and warrant that your Credit Card, other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as charges incurred at a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

38. **VISA Platinum ScoreCard Bonus Points/ Rewards Rules.**
1. As provided in these rules ("Rules"), account holders ("You" or "Your") earn one (1) Bonus Point ("Point(s)") in the ScoreCard Program ("Program") for every $2 in a qualifying Signature debit purchase and one (1) Bonus Point ("Point(s)") in the ScoreCard Program ("Program") for every $1 in a qualifying credit card purchase. A qualifying purchase shall mean: (I) a transaction that is charged to an eligible credit and/or debit card account covered by the Program ("Account") and (ii) a transaction that appears on Your statement during the Program period. Points are deducted for returns. No Points are earned for finance charges, fees, cash advances, convenience checks, ATM withdrawals, foreign transaction currency conversion charges or insurance charges posted to Your Account. Contact Your financial institution ("Sponsor") for full details on the Program period dates during which You are eligible to earn Points.
2. Points can be used to order only the merchandise/travel awards ("Award(s)") available in the current Program. You may select Awards from any level, as long as You have a sufficient number of Points available in Your Account as of the date of Your most recent earnings statement. Point requirements assigned to any Award are subject to change from time to time without notice, and Awards may be substituted at any time. Should an Award be discontinued, it will be replaced with an Award of equal or greater value or, if no suitable substitute is available, You will be advised to make an alternative selection or Your Points may be returned to Your Account.
3. Your merchandise Award will usually be delivered by a commercial delivery service or the U.S. Postal Service within 4-6 weeks of processing Your order. Shipments cannot be made to a post office box. If You have an APO, U.S. eligible territory or international address, please contact ScoreCard Award Headquarters for details regarding merchandise options and shipments before ordering.
4. Note any damages or shortages on the delivery receipt before signing to accept delivery from the carrier. An Award received damaged or defective may be returned to the shipper within thirty (30) days of receipt for replacement. All parts, instructions, warranty cards and original packaging materials must be returned with the product.
5. Applicable manufacturers' warranties will be included with Your Award. Warranty claims must be directed to the manufacturer. SPONSOR, FINANCIAL INSTITUTION BENEFIT ASSOCIATION, INC. ("FIBA"), FIDELITY NATIONAL CARD SERVICES, INC. AND ITS AFFILIATES ("FIS" OR "PROGRAM ADMINISTRATOR") AND ANY ASSOCIATION YOUR SPONSOR IS A MEMBER OF ("ASSOCIATION") MAKE NO PRODUCT REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY AND ALL LIABILITY AS TO THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF PRODUCTS AND/OR SERVICES PROVIDED THROUGH THIS PROGRAM. FIS NOR FIBA WILL BE LIABLE FOR ANY DEFECTS IN THE AWARDS OR DAMAGES RESULTING FROM THE USE OF THE AWARDS.
6. Points have no cash value. Points cannot be exchanged for cash or credit, used with any other offer, promotion or discount, combined with cash to obtain any Awards or earned from or transferred to any other credit and/or debit card, account or rewards program unless otherwise specified.

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7. Your ScoreCard earnings statement will normally include the number of Points earned, subject to adjustment as provided for in these Rules. Your Account may be charged for the actual cash difference between the cost of the Award redeemed and the net value of the actual Points available in the event You redeem unearned Points.
8. Your Account must be open and in good standing (i.e., not cancelled, terminated by either party or otherwise not available for Your use as a payment method) at the time Your order is received for processing. Sponsor reserves the right to suspend Your participation in the Program until the Account is in good standing.
9. Despite the Program's best efforts to ensure accuracy, printing and website errors occasionally occur. The Program reserves the right to correct such errors at any time even if it affects a pending Award redemption.
10. This Program may be modified, suspended or cancelled and the redemption value of already accumulated Points may be changed at any time without notice and without restriction or penalty. Changes to the Program may include, but are not limited to, modifications which affect Point accrual and which expire Points based on the Point term, age and expiration date of the selected options(s). You will be notified of Point accrual and/or Point expiration Program changes. Award orders must be received on or before the Program end and/or Point expiration date. Contact Your Sponsor for details on any current promotions affecting Point accrual or redemption options. Points may be forfeited due to Rules violations. This Program is void where prohibited or restricted by law. You are responsible for any applicable federal, state or local taxes.
11. You agree to hold FIBA, FIS, any Association and any vendors associated with the Program totally harmless if Your Sponsor fails to meet its contractual and other obligations with FIBA or FIS, which results in the Program being interrupted or terminated prior to You having the opportunity to redeem Your Points or receive Your Awards. You also agree to hold FIBA, FIS, Sponsor and Association harmless if an Award vendor or provider files for bankruptcy, or otherwise goes out of business, after You have redeemed Your Points for an Award from the vendor or provider but before You are able to receive or use the Award.
12. Certain restrictions may apply to travel certificates, tickets and documents. See the Program website for applicable Travel award terms and conditions. Travel and other certificates are not exchangeable, refundable, transferrable or redeemable for cash. All travel certificates, tickets and documents will be mailed first class U.S. Mail and will not be replaced in the event of loss, destruction or theft. Your Award will usually be deliverable within 4-6 weeks of processing Your order but is not guaranteed. You may request travel certificates, tickets and documents to be delivered by overnight carrier and agree to pay the associated additional delivery fees before shipment. You are responsible for Federally imposed airline security fees as well as any surcharges or additional fees as may be imposed by the airlines or aviation authority and must pay them by permissible credit and/or debit card at the time of the reservation booking.
13. Rules are subject to change at any time without notice and the most current version is available on the Program website. Some Sponsors may choose to add additional local rules and opportunities. Please ask Your Sponsor to see if such local rules are applicable to Your participation in the Program.
14. The Program Administrator shall resolve all questions of what constitutes an eligible transaction. All Rules determinations by the Program Administrator are final. The use of Your Account following receipt of these Rules will indicate Your agreement to these Rules.
15. Reward points will accumulate and will be shown on the member's monthly credit card statement.
16. Members may select rewards from those listed on *www.scorecardrewards.com*
17. Reward points will have an expiration of 48 months and an expiration month of August.
18. The 1st expiration of reward points will be 8/31/2011.
19. Points earned on debit cards may be combined with reward points earned on the ScoreCard credit card and used for merchandise/travel awards. Combined points will be referred to as Householding.

39. **VISA Platinum ScoreCard CashBack Rules**
CashBack will be earned on an annual basis according to the dollar amount of purchases with 1 point for every purchase dollar on your VISA ScoreCard. You understand that balance transfers do not normally qualify for CashBack. Funds will be credited directly to your VISA Score Card Account annually during the month of April.

MasterCard CashBack Rules
CashBack earned on your MasterCard CashBack card will be earned on a percentage basis based on your annual dollar amount of Purchases:

From	To	Earn CashBack
$0	$1,000	0.25%
$1,001	$2,000	0.50%
$2,001	$3,000	0.75%
$3,001	or more	1.00%

Funds will be credited directly to your MasterCard Account annually during the month of April.

CASHBACK FORFEITURE – You understand that you forfeit all CashBack rewards if any of the following apply: (a) You are at a penalty rate. (b) You have exceeded your available credit limit by more than 10% two or more times within a 12-month period. (c) You have been charged a penalty rate by the credit union.

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VISA SCORECARD CASHBACK RULES:
1. The CashBack Program is available to VISA account holders ("You") whose Sponsor (Marine FCU) has enrolled as a sponsoring member of Financial Institution Benefit Association, Inc (FIBA) and has contracted with FIBA for this Program for You. All Program Rule determinations by FIBA are final. Your use of your card following receipt of these Rules will indicate your agreement to these Rules.
2. Every Dollar in purchases You make with your credit card to your VISA ScoreCard account covered by this Score Card CashBack Program ("Program") and that appears on your statement during the Program period, earns CashBack credit as provided for in these Rules, under Marine FCU's most current CashBack schedule. CashBack is earned with purchases made by You beginning on the first day in which your Program begins and is posted to your account annually. Contact Marine FCU for full details on eligibility dates.
3. Your periodic statement will normally include a year-to-date accounting total of your CashBack credits but may be adjusted as provided for in these Rules. CashBack credits will be deducted from your current total of credits earned for corresponding retail purchase returns posted to your card account.
4. Your card account must be open and clear (i.e. not cancelled, terminated, delinquent, in default, or otherwise not available to use for charges) at the time each year CashBack credits are posted to your account or when CashBack rebate checks are mailed by Marine FCU.
5. This Program may be modified, suspended, or cancelled at any time without restriction or penalty. CashBack credit may be forfeited due to violations of these Rules. This Program is void where prohibited or restricted by law. You are responsible for any federal, state, or local income or other taxes.
6. Despite our best efforts to ensure accuracy, printing errors involving the Program occasionally occur. We reserve the right to correct such errors at any time even if it affects CashBack credit already posted to your account.
7. You agree to hold Financial Institution Benefit Association, Inc (FIBA), Fidelity National Information Services Inc. and Certegy, and any vendors associated with the Program, as well as any card association of which Marine FCU is a member, totally harmless if Marine FCU fails to meet its contractual and other obligations with FIBA or Fidelity National Services Inc. and Certegy, which results in the Program being interrupted or terminated prior to any CashBack credits being awarded to You.

40. **Mandatory Arbitration of Disputes and Claims.**
Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes you and we may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, choses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Agreement as amended from time to time, in which case all references to the FAA herein shall be to said State Act. **If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce**. The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than $100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

Exception to Mandatory-Binding Arbitration for Small Claims: The parties to this agreement may bring any individual claim or action hereunder in the small claims court in the State that has jurisdiction pursuant to the provisions set forth in this Agreement as long as the amount of all claims or other actions does not exceed the lesser sum of $5,000.00 inclusive

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of costs and legal fees or the maximum jurisdiction the venue of a State Court providing for the resolution of small claims. No representative or class claims may be brought or asserted pursuant to this exception.

THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT. Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by the Credit Union pursuant to this provision. Any arbitration proceeding will take place in the federal judicial circuit where you live. If you cannot afford to pay the fees charged by the Arbitrator or any panel for an appeal as provided herein, we will consider any reasonable written request by you for us to pay the fees of the Arbitrator or Arbitration Panel. We will pay any fees or costs specifically required by applicable law. However, each party must bear the expense of that party's own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern. Any costs we pay in order for you to bring a proceeding hereunder are subject to being awarded to us upon a ruling or an award by the arbitrator that is favorable to the Credit Union. The AAA and other legal assistance services may be able to refer you to legal assistance from government or non-profit organizations that provide assistance to those who can show a financial need for such assistance.

YOUR BILLING RIGHTS STATEMENT
KEEP THIS NOTICE FOR FUTURE USE

This Notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT / BILLING AT:

Marine Federal Credit Union
P O Box 1551
Jacksonville NC 28541-1551

If you think your statement is wrong, or if you need more information about a transaction on your statement, you must write to us on a separate sheet of paper to the address listed in your periodic statement. You should write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, you should give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Description of the error and explanation, if you can, of why you believe there is an error.
- If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop payment on any amount you think is wrong. To stop the payment, your letter must reach us 3 business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including FINANCE CHARGES, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of the bill that are not in question.

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If we find that we made a mistake on your statement, you will not have to pay the FINANCE CHARGES related to any questioned amount. If we didn't make a mistake, you may have to pay FINANCES CHARGES, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe us and the date that it is due.

If you fail to pay the amount we think you owe us, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between you and us when it finally is. If we don't follow these rules, we can't collect the first $50.00 of the questioned amount, even if the statement was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES:

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

1. You must have made the purchases in your home state or, if not within your home state, within 100 miles of your current mailing address; and
2. The purchase must have been more than $50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

CONTACT INFORMATION

Marine Federal Credit Union Credit Card Department:

PO Box 1551
Jacksonville NC 28541-1551
Toll Free 1.800.225.3967

To Report a Lost or Stolen Credit Card or Other Access Device after Hours

Call: 1.800.325.3678

To Close the Account: (SEND WRITTEN NOTICE)

Marine Federal Credit Union
Credit Card Dept.
PO Box 1551
Jacksonville NC 28541-1551

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Non-Visa Debit Transactions

Marine FCU enables non-Visa debit transaction processing and does not require that all such transactions be authenticated by a Personal Identification Number (PIN). A non-Visa debit transaction may occur on your Marine FCU debit card through our contracted networks*. Below are examples to distinguish between a Visa debit and non-Visa debit transaction:

• To initiate a Visa debit transaction at the point of sale, the cardholder signs a receipt, provides a card number (e.g., in e-commerce or mail/telephone order environments) or swipes the card through a point-of-sale terminal.

• To initiate a non-Visa debit transaction, the cardholder enters a PIN at the point-of-sale terminal, or, for certain bill payment transactions, provides the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction.

A non-Visa debit transaction will not provide the zero liability protection benefit, and if a Rewards program is present, a non-Visa debit transaction may not be an eligible Rewards transaction.

Provisions of the cardholder agreement relating only to Visa transactions are inapplicable to non-Visa transactions.

*AFFN, Star, Plus

PO Box 1551 · Jacksonville, NC · 28541-1551
800.225.3967 ~ 910.577.7333

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