

# Merchants & Marine Bank 2024 Deposit Agreement Addendum

(Including a Notice of Change to the  
Terms and Conditions of Your Account)

Effective Date: March 31, 2025

Please review this 2024 Deposit Agreement Addendum including the related Notice of Change to the Terms and Conditions of Your Account which (a) revises certain provisions of your Deposit Agreement from 2022 (the “Deposit Agreement”) and (b) consolidates with revisions the Notice of Change to the Terms and Conditions of Your Account previously issued on April 6, 2023 (“Prior Addenda”). As of the Effective Date, all the Terms and Conditions for your account are now contained in the Deposit Agreement and in this 2024 Deposit Agreement Addendum (hereinafter referred to as the “2024 Addendum”). And, as of the Effective Date of this 2024 Addendum, the Prior Addenda shall no longer apply.

You should retain this 2024 Addendum for your records along with your Deposit Agreement. Except as supplemented, revised or replaced by this 2024 Addendum, all other terms and conditions within your Deposit Agreement remain in full force and effect.

Your account(s) will be governed by the following terms and conditions. If you continue to have your account(s) after the effective date you have accepted, and agreed to, the modified terms and conditions.

The Deposit Agreement sections revised by the 2024 Addendum are listed below with the corresponding pages where they can be found within this 2024 Addendum.

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In addition to the areas of the Agreement listed above, we also added a Cover page, a Welcome page, and subcategories to the Table of Contents for easy navigation to the different areas of the Deposit Agreement and the Terms and Conditions of Your Account.

Summary of Change in Terms:

This provision replaces in its entirety the sentence beginning with "In Alabama." The state of Louisiana was added to this section.

Actual Change in Terms:

**In Alabama and Louisiana**, "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

Summary of Change in Terms:

This provision replaces in its entirety the section titled "LIABILITY." The state of Louisiana was added to this section.

Actual Change in Terms:

**In Alabama and Mississippi, LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third

party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

Summary of Change in Terms:

This provision is a new section titled, "In Louisiana, LIABILITY."

Actual Change in Terms:

**In Louisiana, LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (in solido) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

### Summary of Change in Terms:

This provision replaces in its entirety the subsection titled, "Payment order of items" under the section titled, "UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES."

- "Payment order of items" subsection – Changed the transactions that are processed first, second, and third. Also added a sentence that reads, "We reserve the right to change the sequence of posting of transactions without notice to you."

### Actual Change in Terms:

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

**Payment order of items** - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Note that items may not be processed in the order they are received.

Our policy is to process ATM withdrawals first, by dollar amount - smallest to largest on the day they are processed. We process Electronic items and debit card transactions second, by dollar amount - smallest to largest on the day they are processed. We process Checks third, in numerical order (by check number) on the day they are processed.

We reserve the right to change the sequence of posting of transactions without notice to you.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. We will not charge you a fee for paying an

overdraft of an ATM or one-time (sometimes referred to as "everyday") debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

### Summary of Change in Terms:

This provision is a new section titled "In Louisiana, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION." It contains new subsections for "Individual Account," "Joint Account," and "Revocable Trust of Pay-on-Death Account."

### Actual Change in Terms:

**In Louisiana, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account** - This is an account in the names of two or more persons. Any one of such persons, acting alone, has complete access to the account. Upon the death of any party to such account, we are permitted to pay the account balance to the surviving parties, but this authority protects us only. The surviving joint parties may be liable to the heirs, legatees, or creditors of the deceased party to the extent the funds withdrawn by the survivors were owed to the deceased. If any party to a joint

account sends notice to us to prevent withdrawals from the account by another party or parties, we may require the party to withdraw the balance and close the account or we may refuse to allow any further withdrawals from the account except upon the written consent of all parties to it. The remedy we choose is entirely at our discretion.

**Revocable Trust or Pay-on-Death Account** - If two or more of you create such an account, you own the account jointly and the respective interests of each of you shall be deemed equal, unless otherwise stated in our account records. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, unless otherwise stated in our account records. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Summary of Change in Terms:

This provision is a new section titled "In Louisiana, AUTHORIZED SIGNER (Agent)(Individual Accounts only)."

Actual Change in Terms:

**In Louisiana, AUTHORIZED SIGNER (Agent) (Individual Accounts only)** - A single individual is the owner. The authorized signer (hereinafter "agent") is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the

death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

Summary of Change in Terms:

This provision replaces certain sections on the disclosure titled, "ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES:"

- Under section titled, "Visa Account Updater Notice of Right to Opt Out" – Changed "Your M&M Debit Card" to "Your Bank Debit Card." Also, changed phone number from "866-223-9515" to "866-223-9512."
- Under section titled, "Mobile Banking Transfers – types of transfers" – Changed phone number "(228) 762-3311" to "866-223-9512."
- Under section titled, "DOCUMENTATION," subsection "Preauthorized credits" – Changed phone number "(228) 762-3311" to "866-223-9512."
- Under section titled, "ERROR RESOLUTION NOTICE" – Changed phone number "(228) 762-3311" to "866-223-9512."

Actual Change in Terms:

## **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make

or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Telephone Banking Transfers - types of transfers** - You may access your account by telephone 24 hours a day at 228-934-1234, 866-

229-9415 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)

**ATM Transfers - types of transfers, frequency and dollar limitations, and charges** - You may access your account(s) by ATM using your Debit Card and personal identification number, to:

- make deposits to checking account(s) with a debit card
  - there is a charge of \$2.00 per deposit at ATMs we do not own or operate
- make deposits to savings account(s) with a debit card
  - there is a charge of \$2.00 per deposit at ATMs we do not own or operate
- get cash withdrawals from checking account(s) with a debit card
  - you may make no more than 10 withdrawals per day
  - you may withdraw no more than \$500.00 per 24-hour time period
  - there is a charge of \$2.00 per withdrawal at ATMs we do not own or operate
- get cash withdrawals from savings account(s) with a debit card
  - you may make no more than 10 withdrawals per day
  - you may withdraw no more than \$500.00 per 24-hour time period
  - there is a charge of \$2.00 per withdrawal at ATMs we do not own or operate
- transfer funds from savings to checking account(s) with a debit card

- there is a charge of \$2.00 per transfer at ATMs we do not own or operate
- transfer funds from checking to savings account(s) with a debit card
- there is a charge of \$2.00 per transfer at ATMs we do not own or operate
- get information about:
  - the account balance of your checking account(s)
  - the account balance of your savings account(s)

Some of these services may not be available at all terminals.

### **Types of Debit Card Point-of-Sale Transactions -**

You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, do anything that a participating merchant will accept.

### **Point-of-Sale Transactions - dollar limitations -**

Using your card:

- you may not exceed \$1,200.00 in transactions per 24-hour time period

### **Currency Conversion and International Transactions.**

When you use your Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the 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 the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 1% International Service Assessment on all international transactions regardless of whether there is a currency

conversion. We pass this international transaction fee on to you. An international transaction is a transaction where the issuer of the card used is not located in the transaction country. This means an international transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is an international transaction even though made while you are physically in the United States.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define ***PIN-Debit Network*** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**Visa Account Updater Notice of Right to Opt Out.** Your Bank Debit Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. VAU helps participating merchants who receive recurring payments from your card have access to current card account information on file. For instance, participating merchants will have access to information about card expiration, or if

you report that your card has been lost or stolen. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, phone us at 866-223-9512, notify us through our website at MandMBank.com mail, and us notice of your intention to opt out at P.O. Box 729 Pascagoula, MS 39568. You must include your name, account number, last four digits of your card number, and signature. If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

**Online Banking Transfers - types of transfers and dollar limitations** - You may access your account(s) by computer [www.mandmbank.com](http://www.mandmbank.com) and using your user identification and password, to:

- transfer funds from checking to checking
  - you may transfer no more than \$2,500.00 per day
- transfer funds from checking to savings
  - you may transfer no more than \$2,500.00 per day
- transfer funds from savings to checking
  - you may transfer no more than \$2,500.00 per day
- transfer funds from savings to savings
  - you may transfer no more than \$2,500.00 per day
- make payments from checking to loan account(s) with us
  - you may transfer no more than \$2,500.00 per day
- make payments from checking to third parties
  - you may transfer no more than \$2,500.00 per day
- make payments from savings to loan account(s) with us
  - you may transfer no more than \$2,500.00 per day

- get information about:
  - the account balance of checking account(s)
- the last 13 months deposits to checking accounts
- the last 13 months withdrawals from checking accounts
- the last 13 months deposits to savings accounts
- the last 13 months withdrawals from savings accounts

**Mobile Banking Transfers - types of transfers -**

You may access your account(s) through the browser on your cell or mobile phone at 866-223-9512, or by downloading our mobile banking app and using your user identification or password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties
- make payments from savings to loan account(s) with us
- get information about:
  - the account balance of checking account(s)
  - the last 13 months deposits to checking accounts
  - the last 13 months withdrawals from checking accounts
  - the account balance of savings account(s)
  - the last 13 months deposits to savings accounts
  - the last 13 months withdrawals from savings accounts

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

## FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 866-223-9512 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to

be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We will charge you \$35.00 for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.



- (6) There may be other exceptions stated in our agreement with you.

### **CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

### **UNAUTHORIZED TRANSFERS**

#### **(a) Consumer liability.**

• *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

• *Additional Limit on Liability for Debit Card.* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing

within 10 business days. We will determine whether an error occurred within 10 business days (5 business days for Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

MERCHANTS & MARINE BANK  
3118 PASCAGOULA STREET  
PASCAGOULA, MS 39567

Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 866-223-9512

MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

### Summary of Change in Terms:

This provision is a new section titled, NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS .”

### Actual Change in Terms:

## **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.

8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

### Summary of Change in Terms:

This provision removes phone number information from the section titled, "SUBSTITUTE CHECKS AND YOUR RIGHTS," subsection, "How do I make a claim for a refund" – Removed "228-762-3311 or." The phone number of "866-223-9512 remains and is unchanged.

### Actual Change in Terms:

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

As our customer we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights.

### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was

withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Merchants & Marine Bank  
P.O. Box 729  
Pascagoula, MS 39568  
866-223-9512  
www.mandmbank.com

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

### Summary of Change in Terms:

This provision replaces certain sections on the disclosure titled, "TRUTH-IN-SAVINGS DISCLOSURE:"

- Under subsection titled, "Legacy Checking Account" subsection "Minimum balance to avoid imposition of fees" – Changed "or an auto pay to an M&M Bank loan" to "or an auto pay to any subsidiary of Merchants & Marine Bancorp, Inc. loan."
- Under subsection titled, "Silver Checking" subsection "Minimum balance to avoid imposition of fees" – Changed "or an auto pay to an M&M Bank loan" to "or an auto pay to any subsidiary of Merchants & Marine Bancorp, Inc. loan."
- Under subsection titled, "Premier Checking" subsection "Minimum balance to avoid imposition of fees" – Changed "or an auto pay to an M&M Bank loan" to "or an auto pay to any subsidiary of Merchants & Marine Bancorp, Inc. loan."

### Actual Change in Terms:

#### **LEGACY CHECKING ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$50.00 to open this account.

**Minimum balance to avoid imposition of fees** - A fee of \$3.00 will be imposed every statement cycle if the balance in the account falls below \$300.00 any day of the cycle or if you do not have statements, direct deposit or an auto pay to any subsidiary of Merchants & Marine Bancorp Inc. loan.

**Average daily balance computation method** - We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

### **SILVER CHECKING ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$50.00 to open this account.

**Minimum balance to avoid imposition of fees** - A fee of \$3.00 will be imposed every statement cycle if the balance in the account falls below \$100.00 any day of the cycle or if you do not have statements, direct deposit or an auto pay to any subsidiary of Merchants & Marine Bancorp Inc. loan.

**Average daily balance computation method** - We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

### **PREMIER CHECKING ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

- **Tier 1** - If your average daily balance is \$1,500.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% .
- **Tier 2** - If your average daily balance is \$1,499.99 or less, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$50.00 to open this account.

**Minimum balance to avoid imposition of fees** - A fee of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the cycle, or if you do not have statements, direct deposit or an auto pay to any subsidiary of Merchants & Marine Bancorp Inc. loan.

**Average daily balance computation method** - We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Merchants & Marine Bank,  
Member FDIC