

## "DIAL DIRECT" SERVICE AGREEMENT"

In this Agreement, the words, "I", "me", and "my" refers to the person who signed the Application attached to this Agreement. The word "account" refers to all Share (savings, checking, money market, etc.) accounts and loan accounts held by the applicant under the account number noted on the top of the Application.

By completing and signing the attached Application, I apply for a Riverfront Federal Credit Union Personal Identification Number (PIN) for use with the credit union's telephone transaction service, "DIAL DIRECT".

It is my understanding that my PIN may be used for obtaining information regarding my account, requesting brochures and applications, transferring funds within my account, transferring funds to other specified accounts, withdrawing funds from my account, requesting an advance on an approved line of credit and other transactions as they become available.

I am responsible for the safekeeping of my PIN and for all transactions initiated using "DIAL DIRECT." I understand that if I disclose my PIN to anyone, I have given them access to my account through "DIAL DIRECT" and that I am responsible for any such transactions which result.

If I default in any amounts I owe under this Agreement, I agree to pay any and all attorney fees and collection costs incurred by the credit union to the extent allowed by law.

I waive all present or future claims against the credit union and release said credit union from all responsibility for loss or damage not caused by the credit union's negligence which I might incur through unauthorized transactions of any kind from my account through the use of my PIN.

I understand that the credit union reserves the right to discontinue access to "DIAL DIRECT" without notice and will not be liable for failure to honor any "DIAL DIRECT" transactions.

Amendments to this Agreement may be provided to me, in accordance with applicable laws, without restatement of the terms. The use of "DIAL DIRECT" is subject to such other terms, conditions and requirements as the credit union may establish from time to time.

Transactions made through "DIAL DIRECT" are binding on the credit union only after verification by the credit union.

The total dollar amount of transactions through "DIAL DIRECT" is subject to limits set by the credit union.

Sufficient verified funds must be available to satisfy any transaction instructions.

## ELECTRONIC FUND TRANSFER DISCLOSURE FOR PHONE-INITIATED TRANSACTIONS THROUGH "DIAL DIRECT"

Because "DIAL DIRECT" allows you to transfer and withdraw funds electronically using a telephone, these services are governed by the Electronic Funds Transfer Act. The following information is provided in accordance with this Act.

Authorized for Payment

When you use your PIN for requesting information or transactions through "DIAL DIRECT" or permit someone else to use it, you authorize us to charge your account for the amount involved.

Types of Transactions Permitted

You may use your "DIAL DIRECT" PIN to request any of the following transactions by telephone under your account. Additional transactions may be permitted as they become available.

- Balance inquiries
- Share transaction history inquiries
- Withdrawals from Shares, Vacation Club, Christmas Club, Share Draft Account, Escrow Account or Money Market Account to be mailed to your home
- Transfers between your Shares, Vacation Club, Christmas Club, Share Draft Account, Escrow Account, and Money Market Account
- Transfers from your Shares, Vacation Club, Christmas Club, Share Draft Account, Escrow Account or Money Market Account to your loans(s), IRA or Bonus Shares.
- Transfers from an approved personal line of credit to your Share Draft Account
- Advances from an approved personal line of credit to be mailed to your home
- Transfers from your Shares, Vacation Club, Christmas Club, Share Draft Account, Escrow Account or Money Market Account held under this account number to any other account number(s) you specified on the attached Application, excluding transfers to loans
- Changing your PIN for "DIAL DIRECT"
- Brochures and applications for various services mailed to your home

**NOTE: TRANSACTION LIMITATIONS.** Regulation D of the Federal Reserve permits you to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month, from all credit union savings type shares (except checking) to another account of yours at the credit union, or to a third party by means of a preauthorized or automatic transfer, or telephonic agreement, or a check, draft, debit card or similar order made by you and payable to third parties. Automatic transfers from Savings to Checking to cover overdrafts also fall under the transfers limited to six per calendar month.

## Unauthorized Use Notification

Notify the credit union immediately if you believe someone has initiated a transaction through "DIAL DIRECT" without your permission. Telephoning is the best way of keeping your possible losses to a minimum.

Call: (800) 451-3477

or Write: Riverfront Federal Credit Union, 430 South Fourth Street, Reading, PA 19602-2698

## Stop Payment Rights

Because "DIAL DIRECT" transactions immediately charge or credit your account, there are no stop payment privileges. You may, however, request a stop payment to be placed on a check you request through "DIAL DIRECT" that has not been cashed. You may also discontinue your "DIAL DIRECT" access ability by telephoning or writing the credit union.

## Business Days

Our business days are Monday through Friday. Holidays are not considered business days.

## Fees

There is a fee of \$.75 per call for each call made to Dial Direct over twelve (12) in any calendar month. We reserve the right to change the fees we assess from time to time and to charge your account in accordance with the fee notice that will be provided to you at least twenty-one (21) days prior to assessment or change in assessment.

## Right to Receive Documentation

You will receive a monthly or quarterly statement from the credit union that will show all transactions made on your account, including "DIAL DIRECT" transactions.

## Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account and transactions: (A) if necessary for completing transactions, (B) in order to verify the existence and condition of your account for a third party, such as a Credit Bureau or merchant, (C) in order to comply with government agency or court orders, (D) if you give us your written permission, or (E) if we receive certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

## Consumer Liability

Contact us immediately if you believe someone knows your "DIAL DIRECT" PIN. Telephoning the credit union at (800)451-3477 is the best way of keeping your losses to a minimum. You could lose all the money in your account plus your maximum personal line of credit if you take no action to notify us that someone had access to your PIN. If you notify us, your liability will be as follows:

## Agreements & Disclosures

### Dial Direct 24 hour telephone access services

- (A) If you contact us within two business days after you learn that someone had access to your PIN, you can lose no more than \$50.00 if someone used your PIN without your permission.
- (B) If someone used your PIN without your permission, you could lose as much as \$500.00 if you do not contact us within two business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.
- (C) Also, if your statement shows transactions that you did not make and you do not contact us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days, if we can prove that your contacting us would have prevented those losses.

#### **Credit Union Liability**

If we fail to complete a transaction on time or in the correct amount, when properly initiated by you, we will be liable for damages caused by our failure unless (A) there are insufficient funds in your account to complete the transaction through no fault of ours, (B) the funds in your account are uncollected, (C) the funds in your account are held by court order or other legal proceedings, (D) the transaction you request would exceed the funds in your account plus any available personal line of credit, (E) you requested we discontinue your "DIAL DIRECT" access ability, (F) we have reason to believe that the transaction requested is unauthorized, (G) the failure was caused by an act of God, fire or other catastrophe, or by an electrical or computer failure or by another cause beyond our control, (H) you attempt to complete a transaction which is not a permissible transaction through "DIAL DIRECT", (I) if incomplete or inaccurate information is provided to the credit union by a third party or payer, or (J) if we have placed balance restrictions on your account because of some recent account activity. In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

#### **Rights of Credit Union**

Your privilege of "DIAL DIRECT" telephone transaction services with the credit union may be cancelled without notice at any time.

#### **In Case of Errors or Questions about your Electronic Transactions**

Call:(800)451-3477

or Write: Riverfront Federal Credit Union  
430 South Fourth Street  
Reading, PA 19602-2698

Call or write us as soon as you can if you think your statement wrong, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days

after we sent the first statement on which the problem or error appeared.

When you call or write:

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

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days 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 request in writing and we do not receive it within ten (10) business days, we may not recredit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude no error has occurred.

Riverfront Federal Credit Union  
430 south 4th Street  
Reading, PA 19602  
(610) 374-8351 • (800) 451-3477

