

## RIVERFRONT FEDERAL CREDIT UNION ELECTRONIC FUNDS TRANSFER DISCLOSURE

Electronic Funds Transfer (EFT) services are governed by the Electronic Funds Transfer Act and Federal Reserve Regulation E. Some transfers are also governed by Federal Reserve Regulation J and Article 4A of the Uniform Commercial Code. Any consumer who uses an electronic funds service has certain rights and responsibilities. As a financial institution, we are required to make certain disclosures to EFT users.

Please read this disclosure carefully. Also read the Funds Transfer Agreement and Notice printed on the reverse side of this page. Separate disclosures are available for Automated Teller Machine (ATM) transactions made with and ATM or Debit Card and for transactions initiated by the credit union's audio response service.

- I. If you arrange for preauthorized transfers into your credit union account, such as Social Security or salary direct deposit...
  - A. **Periodic Statement.** You will receive a monthly or quarterly statement showing all electronic transfers.
  - B. **You may contact us by phone.** You can call us at (800) 451-3477 to find out whether or not a deposit has been made.
- II. If you arrange for certain automatic payments out of your credit union account, such as insurance premiums or health club fees...
  - A. **You have the right to stop payment.** If you have arranged in advance to make regular payments out of your account, you can stop any of these payments by writing us in time for us to receive your request three(3) business days or more before the payment is scheduled to be made. We will charge you \$5.00 for each stop payment you request.
  - B. **Notice of varying amounts.** If these regular payments may vary in amount, the person or company you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (Instead, you may arrange with such person or company to get this notice only when the payment would differ by more than a certain amount [agreed to by you] from the previous payment, or, alternatively, when the amount would fall outside certain limits that you set.)
  - C. **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three(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.
  - D. **Periodic Statements.** You will receive a monthly or quarterly statement showing all electronic transfers.
  - E. **Fees.** Fees may be charged against your account as follows: \$20.00 for each item attempting to clear your account when insufficient funds exist; \$5.00 for each stop payment request. We reserve the right to change our fee schedule from time to time and to charge your account in accordance with the fee schedule that will be provided to you at least twenty one (21) days prior to assessment or change in assessment.
- III. Disclosures Regarding Electronic "Wholesale Credit" Transactions subject to Uniform Commercial Code Article 4A
  - A. **Provisional Payment:** Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making the payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.
  - B. **Notice of Receipt of Entry:** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.
  - C. **Choice of Law:** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.
- IV. General Information
  - A. **Account information disclosure.** We will not disclose information to third parties about your account or the transfers you make, except where it is necessary for completing transfers, or in order to verify the existence and condition of your account for a third party, such as a credit bureau, or merchant, or in order to comply with government agency or court orders, or in accordance with your written permission.
  - B. **Our 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: If, through no fault of ours, you do not have enough money in your account to make the transfer. If the transfer would go over the credit limit on your overall line. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in other agreements between you and us, such as your share draft account agreement.
  - C. **Our business days.** Our business days are Monday through Friday. Holidays are not included.
  - D. **In case of errors or questions about your electronic transfers.** Telephone us or write us 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 you the first statement on which the problem or error appeared. Tell us your name and account number. 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. Tell us the dollar amount of the suspected error. If you question us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 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 10 business days for the amount you think is in error, so that you 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 recredit your account. If we decided that there was no error, we will send you a written explanation within 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.
  - E. **Contact information.** Riverfront Federal Credit Union, 430 South Fourth Street, Reading, PA 19602-2698. Phone: (800)451-3477.

(PLEASE READ OTHER SIDE)

## RIVERFRONT FEDERAL CREDIT UNION FUNDS TRANSFER AGREEMENT AND NOTICE

Article 4A of the Uniform Commercial Code and Federal Reserve Regulation J cover the movement of funds by means of wire transfers, automated clearinghouse (ACH) credits and some book transfers on the credit union's records. The law is intended to establish a comprehensive legal framework covering the duties, responsibilities, and liabilities of all parties involved in a funds transfer. This Agreement contains several notices which we are required to provide to you as well as establishes other terms of agreement which will apply to all funds transfers which involve you and the credit union. Using the credit union to send or receive funds transfers shall constitute your acceptance of these terms of agreement.

To the extent that the terms contained in this Agreement are different than those in any other Agreement or Terms of Account, this Agreement shall control and be deemed to modify such other Agreements or Terms of Account.

1. This Agreement and Notice applies to Funds Transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.
2. The credit union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 2:00 P.M. on each weekday that the credit union is open which is not a holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following funds transfer business day and processed accordingly.
3. The credit union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.
4. The credit union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which you account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the credit union in writing that you do not agree to that security procedure. In that event, the credit union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the credit union agree, in writing, on an alternate security procedure.
5. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J.
6. If you give the credit union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the credit union if the funds transfer is completed on the basis of the identification number you provided the credit union.
7. If you give the credit union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the numbers as the proper identification even if it identifies a different person than the named bank. This means that you will be responsible for any loss or expenses incurred by the receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.
8. The credit union may give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the credit union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the credit union may provide you with access to ACH funds before the credit union actually receives the money. However, if the credit union does not receive the money, then the credit union may reverse the entry on your account and you would be liable to repay the credit union.
9. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the credit union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.
10. If the credit union received a funds transfer for you or for other persons authorized to have access to your account, you agree that the credit union is not obligated to provide you with next day notice of the receipt of the funds transfer. The credit union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.
11. If the credit union becomes obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the credit union to which the funds transfer should have been made or from which the funds transfer was made.
12. In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, restricted transactions are prohibited from being processed through your account or relationship with the Credit Union. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

If you have any questions regarding this Agreement and Notice, please contact the credit union at:  
Riverfront Federal Credit Union, 430 South 4<sup>th</sup> St., Reading PA 19602-2698  
Phone: (800)451-3477

(PLEASE READ OTHER SIDE)

Revised 5/2010