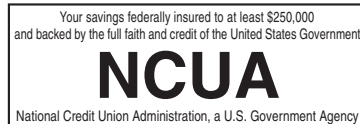

**DETAILING YOUR
RIGHTS AND
RESPONSIBILITIES**

**ELECTRONIC
FUND
TRANSFERS
DISCLOSURE**



**ROCKLAND
FEDERAL CREDIT UNION
241 UNION STREET
ROCKLAND, MASSACHUSETTS 02370
781-878-0232
800-562-RFCU**



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 or draft to an electronic fund transfer or to electronically pay a returned check or draft 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 credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union 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), or to pay your loan(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Tele-Touch Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day at (781) 878-0232 or 1-800-562-RFCU using your personal identification number, your member number, and your social security number, 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
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get information about:
 - the account balance of checking account(s)
 - recent deposits to checking account(s)
 - recent withdrawals from checking account(s)
 - the account balance of savings account(s)
 - recent deposits to savings account(s)
 - recent withdrawals from savings account(s)

Your Option to Limit Cash Withdrawals - In addition to dollar amount limitations for withdrawals using your ATM card or MasterMoney™ Debit Card and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your ATM card or MasterMoney™ Debit Card and/or code to \$50.00 per day or some other amount acceptable to us.

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your ATM card and personal identification number or MasterMoney™ Debit Card and personal identification number, to:

- make deposits to checking account(s) with an ATM card
- make deposits to checking account(s) with a debit card
- make deposits to savings account(s) with an ATM card
- make deposits to savings account(s) with a debit card
- get cash withdrawals from checking account(s) with an ATM card
 - you may withdraw no more than \$505.00 per business day (dollar limits may be higher or lower at credit union's discretion)
- get cash withdrawals from checking account(s) with a debit card
 - you may withdraw no more than \$505.00 per business day (dollar limits may be higher or lower at credit union's discretion)
- get cash withdrawals from savings account(s) with an ATM card
 - you may withdraw no more than \$505.00 per business day (dollar limits may be higher or lower at credit union's discretion)
- get cash withdrawals from savings account(s) with a debit card
 - you may withdraw no more than \$505.00 per business day (dollar limits may be higher or lower at credit union's discretion)
- transfer funds from savings to checking account(s) with an ATM card
- transfer funds from savings to checking account(s) with a debit card
- transfer funds from checking to savings account(s) with an ATM card
- transfer funds from checking to savings account(s) with a debit card
- get information about:
 - the account balance of your checking accounts
 - with an ATM card
 - with a debit card
 - the account balance of your savings accounts
 - with an ATM card
 - with a debit card

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

Types of ATM Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

Types of MasterMoney™ 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, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed \$2,500.00 in transactions per business day (dollar limits may be higher or lower at credit union's discretion)

Currency Conversion. If you effect a transaction with your MasterMoney™ Debit Card in a currency other than US Dollars, MasterCard International Incorporated will convert the charge into a US dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the conversion rate used by MasterCard International to determine the transaction amount in US dollars is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International, and is subject to change. The conversion fee is based on a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder. The conversion fee will post as a separate transaction on your billing cycle. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

Foreign Transactions. Use of your card outside the United States of America may be subject to certain limitations. If you are traveling outside of the United States, you understand that you may contact the Credit Union for information concerning such limitation in various countries.

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.

On-Line Banking and Mobile Banking Computer Transfers - types of transfers - You may access your account(s) by computer at RFCU.com 24 hours a day and using your personal identification number, 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
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan accounts with us
- make payments from checking to third parties
- make payments from savings to loan accounts with us
- deposit checks
- get information about:
 - the account balance of checking accounts
 - deposits to checking accounts
 - withdrawals from checking accounts
 - the account balance of savings accounts
 - deposits to savings accounts
 - withdrawals from savings accounts

Termination -

- You may terminate the electronic fund transfer agreement by written notice to us.
- We may terminate the electronic fund transfer agreement by written notice to you.
- Inactive accounts – If your share or share draft account is inactive for more than six months with a zero balance we may close your account without written notice to you. We may also terminate your ATM, Debit MasterMoney card without written notice to you if your card has been inactive for at least 6 months.
- Delinquency – RFCU reserves the right to revoke an ATM or Debit MasterMoney card if there is an outstanding past due payment on an open loan. If such privileges are revoked, RFCU will send written notice to you.

Minimum account balance -

- You must maintain a minimum account balance of \$5.00 in your savings or checking account as a condition of using an access device (card and/or identification code) to accomplish a transfer.

FEES

- We do not charge for direct deposits to 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 800-562-7328 or 781-878-0232 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 brochure 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.
 - Please refer to our separate fee schedule for the amount we will charge you 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.

**ADDITIONAL INFORMATION REQUIRED
BY MASSACHUSETTS LAW**

- (1) Any documentation provided to you which indicates that an electronic fund transfer was made to another person shall be admissible as evidence of the transfer and shall constitute prima facie-proof that the transfer was made.
- (2) The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in the agreement, effectively eliminate your ability to stop payment of the transfer.

Unless otherwise provided in this agreement, you (the consumer) may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

FINANCIAL INSTITUTION'S LIABILITY

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) If the funds are subject to legal process or other encumbrance restricting such transfer.
- (7) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

- (1) for certain routine disclosures necessary for the completion of a transfer; or
- (2) for verification of the existence and condition of your account for a credit bureau or merchant; or
- (3) to persons authorized by law in the course of their official duties; or
- (4) to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- (5) pursuant to a court order or lawful subpoena; or
- (6) to a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws; or
- (7) by your written authorization which shall automatically expire 45 days after our receipt of your authorization.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure has occurred.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• *Generally.* Tell us AT ONCE if you think your card and/or code has been lost, stolen, used without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way, if any, of minimizing your possible losses. You can lose no more than \$50 if you fail to give us notice of your lost or stolen card and/or code and your card and/or code is used without your permission.

• *Additional Limits on Liability for MasterMoney™ Debit Card.* You will not be liable for any unauthorized transactions using your MasterMoney™ Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

(b) Contact in event of unauthorized transfer. If you think your card and/or code has been lost, stolen or that someone has transferred or may transfer money from your account without your permission, for example, by using the information from your check or draft, call or write us at the telephone number or address listed in this brochure.

PROTECTED CONSUMER USE

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their

business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

(1) **Prohibition of compulsory use.** No person may:

- require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or
- require you either to accept a transfer service or to establish an account which is accessed electronically as conditions of employment or receipt of governmental benefit, or
- require you to pay electronically for the purchase of goods or services.

If your account is to be credited by a preauthorized transfer you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.

- (2) **Waiver of rights.** No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.
- (3) **Refunds.** If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.
- (4) **Suspension of obligations.** If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.
- (5) **Prohibited means of identification.** Your Social Security number cannot be used as the primary identification number although it can be used as secondary aid to identify you.
- (6) **Criminal liability.** Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

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 brochure, 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 (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 (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 **account owner** 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.

ROCKLAND FEDERAL CREDIT UNION

ACCOUNT SERVICES

241 UNION STREET

ROCKLAND, MASSACHUSETTS 02370

Business Days: Monday through Friday

Business Hours: Monday through Wednesday: 9:00 A.M. to 4:00 P.M.

Thursday through Friday: 9:00 A.M. to 6:00 P.M.

Excluding Federal and State Holidays

Phone: (781) 878-0232 • 1-800-562-RFCU

www.rfcu.com

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

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