

"ELECTRONIC FUND TRANSFERS"

Dear Depositor:

You may have at least one account set up to handle "ELECTRONIC FUND TRANSFERS" These are transactions which are initiated without a paper document such as a check or deposit slip. Examples are: DIRECT DEPOSITS of Social Security or PAYROLL CHECKS; PREARRANGED bill payments such as insurance premiums; and withdrawals, and transfers at PULSE locations with your "Big Wheel Card".

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some or all of which may apply to your account. Please READ this disclosure carefully because it tells your rights and obligations for this class of transactions. You should keep this notice for future reference.

1. TYPES AND LIMITATIONS OF TRANSFERS.

- (a) **Account Access.** You may use your [card] [code] to:
- (1) Withdraw cash from your checking or savings account.
 - (2) Transfer funds between checking and savings account.
 - (3) Determine account balance.
 - (4) Pay for purchases at places that have agreed to accept the [card] [code].
 - (5) Pay bills directly [by telephone] from your [checking] [or] [savings] account in the amounts and on the days you request.
- (b) **Prearranged transfers. We are equipped to:**
- (1) Accept certain direct deposits to your checking account.
 - (2) Accept certain direct deposits to your savings account.
 - (3) Pay certain recurring bills from your checking account.
 - (4) Pay certain recurring bills from your savings account.

(c) Limitations:

ATM Transactions: As long as you do not exceed the available balance(s) in your checking and/or statement savings account(s) you may withdraw a total of \$400.00 (four hundred dollars) per day.

Point-of-Sale-Transfer Service: You may buy up to \$400.00 (four hundred dollars) worth of goods or services daily using the [card] [code] in our point-of-sale transfer service.

(d) 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 and/or pay bills.

2. CHARGES FOR ELECTRONIC FUND TRANSFERS.

- (1) We will charge \$0.75 for each "PULSE" withdrawal.
- (2) We will charge \$0.75 for each "PULSE" transfer.
- (3) We will charge \$0.75 for each "PULSE" inquiry.
- (4) We will charge \$0.75 for each "PULSE" denied transaction.
- (5) We will charge \$2.00 for each telephone transfer request.

Except as indicated above, we do not charge for Electronic Fund Transfers. However, you must pay ordinary charges which can be triggered by such transfers such as checking account minimum balance charges. Additional fees may be imposed by an automated teller machine operator if you initiate a transfer from an automated teller machine that is not operated by Mississippi River Bank and any national, regional, or local network utilized to effect the transaction.

3. RIGHT TO DOCUMENTATION.

- (a) **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using [automated teller machines] [or] [point-of-sale terminal].
- (b) **Direct Deposits.** 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 may call us at the number listed below to find out whether a deposit was made.
- (c) **In addition.**
- (1) You will receive a monthly checking account statement.
 - (2) You will receive a monthly savings account statement unless there are no Electronic Fund transactions in a particular month. In any case you will receive the statement at least quarterly.

4. STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS.

- (a) **Right to stop payment and procedures 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's How: CALL or WRITE us at the TELEPHONE NUMBER or ADDRESS listed below, 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 \$30.00 for each stop-payment order you give).
- (b) **Notice of varying amounts.** If these regular payments 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).
- (c) **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.

5. FINANCIAL INSTITUTIONS OBLIGATIONS.

- (a) **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 automated teller machine where you are making the transfer does not have enough cash.
 - If the automated teller machine or processing system was not working properly and you knew about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

- If your funds are subject to legal process or other encumbrance restricting such transfer.
- If your PIN (Personal Identification Number) or "BIG WHEEL" card is reported lost or stolen.
- If we are holding uncollected funds in your account and the transfer would require use of those funds.

There may be other exceptions in our agreement with you.

6. DISCLOSURE TO THIRD PARTIES.

- (a) **Account information disclosures.** 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 your written permission.

7. UNAUTHORIZED TRANSFERS.

(a) **Liability Disclosure.** (Tell us AT ONCE if you believe your [card] [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. If you tell us within 2 business days after you learn of the loss or theft of your [card] [code], you can lose no more than \$50 if someone used your [card] [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] [code], and we can prove we could have stopped someone from using your [card] [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.

(b) **ADDRESS and TELEPHONE NUMBER.** If you believe your [card] [code] has been LOST or STOLEN or that someone has transferred or may transfer money from your account without your permission or if you believe a transfer has been made using the information from your check without your permission, CALL or WRITE us at the TELEPHONE NUMBER or ADDRESS LISTED BELOW.

8. ERROR RESOLUTION.

In case of errors or questions about your ELECTRONIC TRANSFERS, CALL or WRITE US at the TELEPHONE NUMBER or ADDRESS LISTED BELOW, 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.
- (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 tell you the results of our investigations 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 (90 days if the transfer involved a point of sale transaction, foreign initiated transfer, or a new account transaction. An account is considered new during the first 30 days it is open) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes to complete your investigation. If we asked you to put your complaint or question in writing and we do not receive it within 10 days, we may not credit your account. We will tell you the results within 3 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.

9. BUSINESS DAYS

Our business days are Monday through Friday. Our hours are 9:00 a.m.-3:00 p.m. at all locations. Holidays are not included.

10. CHANGE OF TERMS

We can change the terms of this agreement anytime. If the change restricts, limits or reduces your right under this agreement, we will give 21 days notice by mail sent to the most recent address you have given us. However, if we make an immediate change for security reasons, we will make the change first and then let you know no later than 30 days after we make the change.



Mississippi River Bank

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