

Financial Center First Credit Union Discretionary Overdraft Services Policy (Courtesy Pay)

It is the policy of Financial Center First Credit Union (hereafter referred to as the credit union) to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Important Account Information Brochure (hereafter referred to as IAIB) provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and the credit union with regard to your checking account. The IAIB (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Services Policy and the Important Account Information Brochure. A copy of the verbiage contained in the IAIB is available to you on request from your Credit Union representative.

The credit union is not obligated to pay any item presented for payment if your checking account does not contain sufficient available funds, and any discretionary payment (or other negotiation or processing) by the credit union of any non-sufficient fund check or checks (or other items) does not obligate the credit union to pay any additional non-sufficient fund check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient fund check or item.

Pursuant to the credit union's commitment to always provide you with the best level of member service, now and in the future, in order to qualify for this service you must meet the following criteria:

- You are at least 18 years or older,
- Your account has been open at least 60 days,
- Your account is not flagged as "Bad Address,"
- You are not in default on any loan 14 days or more,
- Sub share accounts cannot have a negative balance,
- You are not subject to any legal or administrative order or levy,

Making regular deposits consistent with your past practices
Depositing an amount equal to or greater than the amount of discretionary overdraft extended to you in your account within each thirty (30) day period and bringing your account balance to a positive balance within every thirty-five (35) day period;

If qualified, the credit union will authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions using your checking account number
- Automatic bill payments
- Recurring debit payments

The credit union will not authorize and pay overdrafts for the following types of transactions unless you specifically ask us to:

- ATM transactions
- Everyday debit card transactions

Discretionary Courtesy Pay to cover one-time Point of Sale debit card transactions or ATM transactions can only be initiated by you through an affirmative OPT IN process. This process should have occurred at account opening or can be initiated at any time by contacting the Credit Union via our secure website, phoning Member Services or at any Center location.

The credit union will consider, as a discretionary courtesy and not a right or obligation, approving your reasonable overdrafts. Of course, any and all fees and charges, including without limitation the non-sufficient funds fees, and interest charges (as set forth in our fee schedules and Important Account Information Brochure), will be included.

The total of the discretionary courtesy overdraft (negative) balance, including any and all fees and charges, including all non-sufficient funds/overdraft fees, is due and payable upon demand, and each Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Important Account Information Brochure. Again, approval of payment of reasonable overdrafts by the credit union on accounts in good standing (as described above) is only a discretionary courtesy, and not a right or obligation, is within the credit union's sole and absolute discretion, and can cease at any time without prior notice of reason or cause.