

Courtesy Overdraft Privilege Policy (Discretionary Overdraft Service)

It is the policy of our credit union to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards. A non-sufficient funds balance may result from: A) The payment of checks, electronic funds transfers, or other withdrawal requests; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) The imposition of Credit Union service charges; or E) The deposit of items which according to the Credit Union's Funds Availability Policy, are treated as not yet "available" or finally paid.

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. It is our standard practice, within our Courtesy Overdraft Privilege Policy, to authorize and pay overdrafts for checks, automatic bill payments and other debit transactions made using your account number, unless you opt out for overdraft coverage for these types of transactions. We do not authorize and pay overdrafts for ATM withdrawals of everyday debit card purchases, unless you consent (opt-in) to overdraft coverage for these types of transactions. (Refer to opt-in form for details)

Rather than automatically returning, unpaid, any non-sufficient funds items that you may have, if your eligible account has been open for at least sixty (60) days and there-after you maintain your account in good standing, which includes at least (A) Continuing to make deposits consistent with your past practices; (B) You are not in default on any loan obligation to American Pride Credit Union; (C) You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days; and (D) Your account is not the subject of any legal or administrative order or levy, **we will consider - as a discretionary courtesy or service* and not a right of yours nor an obligation on our part - approving your reasonable overdrafts.** Of course, any and all Credit Union fees and charges, including without limitation our non-sufficient funds/overdraft fees (as set forth in our fee schedules) will be included in this limit.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our \$35.00 Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s) that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s). As a general rule, when multiple items are received simultaneously for payment, the items will be cleared in low to high order based on the dollar amount of the item, which can affect the total amount of overdraft fees incurred. We reserve the right to change the clearing order at any time without notice.

Limitations: We may limit the number of accounts eligible for the Courtesy Overdraft Privilege* service to one account per household.

*The Courtesy Overdraft Privilege service does not constitute an actual or implied agreement between you and the Credit Union. Nor does it constitute an actual or implied obligation of or by the Credit Union. This service represents a purely discretionary Courtesy or privilege that the Credit Union may provide to you from time to time and which may be withdrawn or withheld by the Credit Union at any time without prior notice or reason or cause.



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