

## Overdraft Privilege Program Disclosure

It is the policy of Polish & Slavic Federal Credit Union (PSFCU) to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Membership & Account Agreement (M&AA) and Electronic Funds Transfer Agreement (EFTA) 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 PSFCU with regard to your checking account. A copy of the M&AA and EFTA are available to you on our website [www.psfcu.com](http://www.psfcu.com) or upon request from the PSFCU. This Disclosure provides additional terms and conditions for the Overdraft Privilege Program (ODP) offered through the PSFCU to account holders or authorized signers. If there is a conflict between the terms and conditions of other Agreements and this Disclosure, the terms of this Disclosure will govern the use of ODP. Except where modified by this Disclosure, M&AA, EFTA and any other agreement you have with us remains in effect.

ODP is not a line of credit. ODP allows you to overdraw your account up to the disclosed limit to pay a transaction for a fee. It is different than Auto Transfer that may help prevent overdrafts by automatically transferring funds to your checking account from another account, or line of credit you may have with PSFCU for a fee or finance charge. Please note that overdraft lines of credit are subject to credit approval.

With ODP, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your then-existing ODP limit and the amount of the ODP fee. PSFCU is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by PSFCU of an item such as check, ACH, Bill Payment or ATM withdrawal does not obligate PSFCU to pay any other overdraft item, or to provide prior notice of its decision to refuse to pay such item. Pursuant to PSFCU's commitment to always provide you with the best level of service, now and in the future, if you maintain your account in good standing, which includes at least:

- A) Bringing your account to a positive balance within every thirty-five (35) day period for a minimum period of one (1) business day
- B) Not being in default on any loan or other obligation to PSFCU and
- C) Not being subject to any legal or administrative order or levy.

PSFCU will have the discretion to pay overdrafts within the ODP limits, but payment by PSFCU is a discretionary courtesy and not a right of the member or an obligation of PSFCU. An ODP limit of \$100.00 will be given at account opening to eligible new members for a period of 35 days. After that, the ODP for personal/sole proprietor checking accounts will generally be limited to a maximum of \$300.00 overdraft (negative) balance or \$500.00 overdraft (negative) balance for accounts with direct deposit. The ODP for business entities will be limited to a maximum of \$500.00 overdraft (negative) balance after 60 days from account opening date. Any and all fees and charges (as set forth in our fee schedule), will generally be included as part of this maximum amount, but it may also be possible that your account will become overdrawn in excess of the ODP amount as a result of the assessment of a fee. Maximum two personal/sole proprietor accounts and maximum one business account per member will qualify for the program.

The total of the discretionary ODP (negative) balance, which includes any and all fees and charges, such as ODP fees, is due and payable upon demand, and depositor and each authorized signatory will continue to be liable, jointly and severally, for all such amounts, as described in the M&AA. Our standard ODP fee of \$20.00 will be imposed for overdrafts created by item such as checks, ACH, Bill Pay payments, ATM withdrawals and debit card transactions. Any returned insufficient funds items are subject to a fee of \$20.00 per item (NSF

fee). If an item is returned because the available balance in your account is not sufficient to cover the item and the item is presented for payment again, we will charge a Return Item (NSF fee) each time we return the item because it exceeds the available balance in your account. If, on re-presentation of the item, the available balance in your account is sufficient to cover the item we may pay the item, and, if payment causes an overdraft, charge an ODP fee. The maximum amount of ODP fees that will be charged to a member's personal/sole proprietor account is \$100 per day, maximum 5 ODP fees. We will not charge an ODP fee if a personal/sole proprietor account is overdrawn by first \$5.00 or less, for each negative balance term. **These limitations do not apply to business accounts.**

While PSFCU will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the member or an obligation of PSFCU. PSFCU in its sole and absolute discretion can cease paying overdraft at any time without prior notice of reason or cause. If you do not maintain your account in good standing, the ODP limit will be reduced to \$100.00 or removed.

For our personal/sole proprietor members, PSFCU will not pay overdrafts for ATM withdrawals or everyday debit card transactions unless PSFCU has provided you with the notice required by §1005.17(b) of Regulation E and you have opted in to the payment of these overdrafts.

PSFCU authorizes and pays transactions using the available balance in your account. We may place a hold on deposited funds in accordance with our Funds Availability Policy, which will reduce the amount in your available balance.

The available balance is comprised of the account balance less any holds on deposited funds and debit card holds, plus the amount of any ODP limit and/or any available Auto Transfer. If you have not given consent for the authorization and payment of overdrafts caused by ATM and everyday debit card transactions, the available balance for these transactions is the account balance, less any holds on deposited funds and any debit card holds, plus any available Auto Transfer, BUT DOES NOT include the ODP limit. If you have given us your prior consent to authorize and pay overdrafts for ATM and everyday debit card transactions, the ODP limit is included in the available balance for authorizing and paying these transactions.

PSFCU will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an ODP Fee may be assessed.

Both personal/sole proprietor and business members may discontinue having Overdraft Privilege cover future transactions at any time by contacting our Member Services Center at 855.PSFCU.4U (855-773-2848).

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