

# Overdraft Protection and Courtesy Pay Service

**Agreement and Disclosures** 

800-300-9728 • wpccu.org

1053 Sunset Blvd, Los Angeles, CA 90012

**Water and Power Community Credit Union** 

In this Overdraft Protection and Courtesy Pay Service Agreement ("Agreement"), the words "you", "your", and "yours" mean each and all of those who use the Overdraft Protection and Courtesy Pay services described herein. The words "we", "us", "our" and "Credit Union" mean the Water and Power Community Credit Union.

## **GENERAL**

The Credit Union offers two kinds of services that allow for payment of your transactions when your checking account's available balance (defined below) is insufficient to pay the transaction(s): (1) our optional overdraft protection plans, as described in the "Optional Overdraft Protection Plans" section below; and (2) our Courtesy Pay Service as described in the "Courtesy Pay Service Agreement". Refer to the "Courtesy Pay Service Agreement" section below for more information. You can elect to opt-out of any of these services at any time, which may result in your transactions being declined for non-sufficient funds ("NSF") if the available balance in your checking account is insufficient to pay for your transaction.

While we provide these services for your convenience and as a way to help you avoid NSF transactions and associated fees, you are responsible for keeping track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your debit card for a transaction. We recommend that you keep a running balance that reflects all of your transactions. It is imperative that you keep track of the transactions you have authorized (such as outstanding checks or automatic bill payments you have authorized), as your available balance (discussed in more detail below) may not reflect all your transactions until they post to your account.

"Overdrawing" your account means that there are not sufficient available funds in your checking account to pay for a transaction at the time it posts, but the transaction is paid under the Courtesy Pay Service, which results in a negative "overdrawn" balance. Some transactions that can result in an overdraft in your checking account include, but are not limited to: (1) the payment of checks, debit card transactions, electronic fund transfers, telephone-initiated transfers, preauthorized payments under our online bill pay service, ATM withdrawals, teller withdrawals, or other withdrawal requests authorized by you; (2) the return (unpaid) of items deposited by you; (3) the assessment of service charges by us; or (4) the deposit of items that are treated as not yet "available" according to our Funds Availability Policy in the Membership and Account Agreement.

## PAYMENT OF OVERDRAFTS

We are not obligated to pay any item presented for payment if your checking account does not contain sufficient available funds. If we pay a transaction that overdraws your checking account, we are not obligated to continue paying such transactions in the future. We may pay all, some, or none of your overdrafts, without notice to you. You are liable to us to repay immediately any overdrafts on your checking account whether you created them or not. If you do not pay us, and we take collection action against you, you agree to pay for our costs of collection, including reasonable attorneys' fees. We may close, without notice, any checking account with excessive NSF activity (as we may determine in our sole discretions), and report the account to a consumer reporting agency.

We assess a fee for each item that we either pay, which results in an overdraft, or do not pay, which would have resulted in an overdraft had we paid it. The fees that we may currently assess are as follows (subject to change at our sole discretion):

If we pay an item under our Courtesy Pay Service and the payment of such item does not result in you exceeding your Courtesy Pay Service limit, we will charge a Courtesy Pay Fee of \$29.00.

If we return an item, we will charge an NSF Fee of \$29.00 each time that same item is presented for payment when your accounts lacks sufficient available funds, and we return it unpaid as a result.

Refer to the Schedule of Fees and Charges for a listing of fees which was provided to you at account opening, go to our website at www.wpcu.org/schedule-of-fees-and-charges, or stop by a branch for an updated copy.

We limit the number of Courtesy Pay and NSF Fees we charge in a business day. Additionally, even if your available balance is overdrawn we will not charge a fee for any transaction that is \$10 or less.

We recommend that you enroll in one of the optional overdraft protection plans. These plans can help you avoid overdrafts and returned items. While fees apply when you use an optional overdraft protection plan, the fees under the plan are less expensive than Courtesy Pay and NSF Fees. Refer to the "Optional Overdraft Protection Plans" section for more information.

# **WE MAY RETURN ITEMS UNPAID**

We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid and charge a related NSF Fee as stated in our Schedule of Fees and Charges. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times; this may also occur when you initiate transfers and payments through your Credit Union Online Banking or Bill Payment Services and your account lacks sufficient available funds at the time the transaction is scheduled to occur, as we may decline the transaction, charge a NSF Fee, and then resubmit the same transaction at a later time in an attempt to process your requested transaction. In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we decline it, we will charge a related NSF Fee each time that same transaction is returned unpaid.

# YOUR CHECKING ACCOUNT BALANCE

Your checking account has two kinds of balances: the <u>actual</u> balance and the <u>available</u> balance. Both can be checked when you review your account online, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work. Your account can be overdrawn even when the actual balance is sufficient to pay an item on the account, if the available balance is insufficient to pay that item.

Your <u>actual</u> balance reflects transactions that have posted to your account, but not transactions that have been authorized and are pending. Pending deposits that are subject to holds under our Funds Availability Policy will be reflected in the actual balance even though they are not yet "available." While the term "actual" may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case. Your actual balance will not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted.

Your **available** balance is the amount of money in your account that is available to you to use without incurring a Courtesy Pay Fee. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. It is important to note that a point-of-sale transaction may show on your account as pending. This means the merchant has not submitted the transaction to us. The amount of a pending transaction should be taken into account when viewing your available balance.

The following are examples that illustrate actual and available balances.

Example 1: If you write a check for \$20 but it has not cleared your account, your available balance will be \$20 less than what is reflected as your actual balance.

Example 2: If you use your debit card to make a \$35 purchase online, an authorization hold will be placed on your account. Your available balance will be \$35 less than what is reflected as your actual balance. When the merchant submits the charge for processing, the hold will be released and the transaction will be deducted from your account. Your actual balance will also be reduced by the transaction amount.

Example 3: If you use your debit card at a restaurant for \$50, a hold will be placed on your account for that amount. Your available balance will be \$50 less than what is reflected as your actual balance. When the restaurant submits the charge for processing, the authorization hold will be released and the transaction (which may be more than \$50 if you add a tip) will be deducted from your account. Your available balance would be reduced by the tip amount, while your actual balance will be reduced by the entire bill including tip.

We use your available balance when a transaction posts to your account to determine whether your account is overdrawn and whether Courtesy Pay fees will be assessed.

The following is an example that illustrates how overdraft fees are assessed on an account with Courtesy Pay:

Assume your actual and available balances are both \$100 and you use your debit card at a restaurant for \$50. A hold will be placed on your account for that amount, reducing your available balance to \$50. Your actual balance remains \$100. Before the restaurant sends the charge to us for processing, a

check that you wrote clears for \$75. Your available balance will now be negative and your checking account will potentially be overdrawn by \$25 even though your actual balance is \$100. If we pay the check under the Courtesy Pay service, for example, we will charge you a Courtesy Pay fee of \$29. This will be deducted from your account, further increasing the overdrawn amount.

In addition, when the restaurant submits the charge for processing, the authorization hold will be released and the transaction amount (which may be more than \$50 if you add a tip) will be deducted from your account. Because the amount of the restaurant charge exceeded your available balance at the time it posted to your account, we will charge you an additional Courtesy Pay fee, even though the transaction was authorized and approved with a sufficient available balance.

All balances are verified with each transaction. In addition, your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your checking account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions, including but not limited to car rental transactions and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released. Refer to the section entitled "Authorization Holds for Debit Card Transactions" for information about how authorization holds affect your available balance.

Finally, your available balance may not reflect the most recent deposits to your account. Refer to our Funds Availability Policy for information regarding the availability for withdrawal of your deposits.

YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE.

## **HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT**

There are basically two types of transactions in your checking account: credits (adding funds to your account) or debits (subtracting funds from your account). It is important to understand how each is applied to your checking account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits**—Most deposits are credited to your checking account when we receive them. For some checks you deposit, only \$200 will be made available at the time of deposit. The balance will be available within two business days. We may place extended holds on checks for an additional number of days. Thus, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, refer to our Funds Availability Policy.

**Debits**—There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that debits are most often presented for payment by merchants, and the Credit Union is not in control of when transactions are received.

**Checks**—When you write a check, it is processed through the Federal Reserve System. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your checking account are compiled from these data files and paid each day. We process the payments from lowest dollar amount to highest dollar amount.

**ACH Payments**—We receive data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH transactions for your account are grouped together and paid in low to high dollar value in the order presented to us in the data file. Credits are posted first, and then debits.

**Point of Sale (POS) PIN Debit Card Transactions**—These are transactions where you use your debit card and you enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from your checking account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.

**Signature Debit Card Transactions**—These are transactions where you make a purchase with your debit card and you do not enter your PIN but you are instead asked to sign for the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we

generally place a temporary hold against the available funds in your account. Please refer to the section below entitled "Authorization Holds for Debit Card Transactions" for additional information regarding such holds. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.

**Online Banking Bill Payments**—You may use our Bill Payment Service through Online Banking. This service allows you to set up immediate, future, one-time and recurring payments for your various bills and payees. Current and future-dated bill payments are not reflected in your actual or available balance. Electronic bill payments will be deducted from your designated account on the day your bill is paid. Non-electronic bill payments (bill payment checks) will be deducted from your designated funding account on the day the check is negotiated by the payee and clears your account.

The foregoing is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

## **AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS**

When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles, or should we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received throughout the day and are posted to your account as they are received.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your debit card is swiped before your actual transaction amount is known, such as at a restaurant (where you may choose to add a tip to the transaction amount) or gas station. For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases, we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

We are permitted to place an authorization hold on your checking account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization, or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your checking account. If this happens, we must honor the prior authorization and will pay the transaction from your checking account.

## OPTIONAL OVERDRAFT PROTECTION PLANS

We currently offer an Overdraft Transfer Service where funds from a linked account are used for overdraft protection, such as a regular savings or money market account. We may also offer an overdraft protection plan under which, if you request and are approved for the plan, your overdrafts will be covered through a transfer from a revolving line of credit subject to the terms and conditions of the loan. If you qualify for these optional plans, we will look first to these services for overdraft protection before applying our discretionary Courtesy Pay Service when a transaction would result in your account being overdrawn. The Overdraft Transfer Service plan may save you money on the total fees you pay us for overdraft protection.

## **Overdraft Transfer Service**

With this service, you authorize us to make transfers of available funds automatically from your linked account(s) to cover overdrafts in your checking account. Transfers (in \$25 increments) from your linked account are made in the amount of the overdraft, plus the amount of the Overdraft Transfer Fee of \$5. Pursuant to federal law, each transfer from a linked savings account is counted as one of the 6 (six) limited transactions you are allowed each month from your regular savings or money market account. You must request to enroll in this service.

We will not transfer more than the available account balance in a linked account, even if the amount of the overdraft is more than the available amount. If you

have linked more than one account, if the available balance in the first linked account is not enough to pay the transactions you have initiated on any day, we will transfer the available funds from the first linked account, then move to the next linked account(s). When you enroll in this service, you will tell us the order of your linked accounts in which you want us to make transfers. For example, assume you have linked a Savings Account with an available balance of \$50 and a Money Market Account with an available balance of \$200. If the transaction amount that would cause your checking account to become overdrawn is \$150, we will transfer \$50 from your Savings Account and \$100 from your Money Market Account to cover the overdrawn balance. In addition, an Overdraft Transfer fee of \$5 will be assessed for each transfer involved in covering the overdrawn amount, resulting in an aggregate Overdraft Transfer Fee total of \$10.

If you have requested and been approved for overdraft protection transfers from an overdraft line of credit, any transactions that are not paid pursuant to the Overdraft Transfer Service will be subject to the rules outlined in the loan disclosure provided to you. If you do not have overdraft protection transfer coverage from a line of credit, any transactions that are not paid pursuant to the Overdraft Transfer Service will either be paid or returned, and Courtesy Pay Fees or NSF Fees will be charged as if you did not have overdraft protection.

Once your applicable optional overdraft protection plans are exhausted, if you are eligible for the Courtesy Pay Service, your items will be paid up to the amount of your Courtesy Pay limit and a Courtesy Pay Fee will be charged to your checking account for each overdraft that is authorized and paid through the Courtesy Pay Service. If you are not eligible for, or have opted-out of, the Courtesy Pay Service, your items will not be paid, they will be returned, and an NSF Fee will be charged for each item returned.

Transfers will appear on your periodic statements for each applicable account.

# TERMINATION OF OPTIONAL OVERDRAFT PROTECTION PLANS

We may terminate optional overdraft protection services at any time without prior notice to you. Any owner of the checking account, any owner of a linked account used for overdraft protection, or any borrower on a line of credit account used for overdraft protection may cancel overdraft protection in person, by calling the Credit Union at (800) 300-9728, or by writing to us at Attn: Operations, 1053 W Sunset Blvd., Los Angeles, CA 90012. Cancellation will be effective after we have received notice and have had a reasonable time to act on it.

# **COURTESY PAY SERVICE AGREEMENT**

In accordance with our commitment to provide valued service and benefits, we may, at our discretion, pay your overdrafts that would cause your eligible checking account to have a negative balance up to the amount of your Courtesy Pay limit, which is determined by us in our sole and absolute discretion. We refer to this service as our Courtesy Pay Service (hereinafter referred to as the "Service"). The Service is different than the Overdraft Transfer Service plans. The Service is a backup to your existing overdraft protection plans and will only be activated if funds are not available from those plans. This Courtesy Pay Service Agreement sets forth the terms and conditions applicable to the Service.

## **What Overdraft Transactions are Covered**

The Service is available for the payment of teller-initiated transactions, checks, preauthorized payments under our Bill Payment Service, telephone-initiated transactions, recurring debit card transactions, and ACH drafts and ACH debits. The Service is not available for ATM withdrawals and one-time debit card transactions, unless you opt-in, as described in the next section.

## Optional Overdraft Transaction Coverage for ATM and One-Time Debit Card Transactions (Requires you to Opt-In)

If you would like to include ATM transactions and one-time debit card transactions in the Service, you are required to "opt-in" (in other words, you must provide us with your affirmative consent). Choosing not to opt-in may result in these transactions being declined if your available balance is insufficient to cover the transaction.

You understand and agree that we do not require you to authorize the Service for your ATM transactions and one-time debit card transactions as a condition of us providing the Service to you for the other types of transactions subject to this Courtesy Pay Service Agreement. If you want the Credit Union to authorize and pay overdrafts for ATM transactions and one-time debit card transactions, you must provide us with your consent by: (1) calling us at (800) 300-9728; (2) visiting any branch and speaking with a Member Service Representative; or (3) mailing an opt-in consent form to Attn: Operations, 1053 W. Sunset Blvd., Los Angeles, CA 90012. You may obtain the opt-in consent form from our website.

You may revoke your authorization to allow us to pay your ATM transactions and one-time debit card transactions at any time, using any method made available to you for providing consent as described above. Your decision to opt-in does not guarantee that we will always pay your ATM transactions or one-time debit card transactions when your available balance is insufficient to cover the transaction.

## **Eligibility for the Service**

The Service is not a credit product and requires no application or credit approval process; it is a benefit that is automatically included with eligible checking accounts (unless you opt-out of the Service entirely as described below). Eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. The Service is available for checking accounts for which the primary checking account owner is eighteen (18) years of age or older, a member in good standing, and had not caused any losses to the Credit Union. We reserve the right to limit the Service to one (1) checking account per member. We may suspend or permanently revoke the Service from your checking account, in our sole and absolute discretion, based on any one or more of the following criteria:

- · Your membership is not in good standing;
- You are more than thirty-one (31) days past due or are in default in any other respect on any loan or other obligation to us;
- · You have an outstanding balance due on an overdraft repayment plan;
- · Your checking account is subject to any legal or administrative orders or levies;
- Any or all of your account(s) with us are being reviewed for improper activity or transactions;
- · Your checking account is classified as inactive;
- You use the Service to pay items written to check cashing agencies;
- · You have an unresolved prior loss with us;
- We do not have a valid mailing or email address for you; or
- We believe you are not managing your checking account in a responsible manner which may harm you or us.

#### You understand the Service is a benefit

Any payment made by us under the Service will be made on a case-by-case basis, in our sole and absolute discretion. The 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 the Credit Union. The Service is a privilege that the Credit Union provides from time to time and which may be withdrawn or withheld by the Credit Union at any time, without prior notice, reason or cause.

## **How the Service is administered**

You acknowledge and agree that we reserve the right to limit the number of checks or other items/transactions that may be paid by us through the Service during any given month. In our sole discretion, we may notify you by mail, or, if you have agreed to receive notices from us in an electronic format, you may be notified electronically, of any nonsufficient funds checks, items or other transactions that have been paid or returned; however, we are not required to notify you. You also acknowledge and agree that we have no obligation to notify you before we pay or return any check, item or other transaction. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

#### When is the overdraft payment due?

The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit sufficient funds to cover the overdraft paid by us and pay the related fees. You have forty five (45) calendar days maximum to pay any overdraft and associated fees. However, depending on the situation, we reserve the right to demand repayment sooner. We will send a letter at twenty (20) days notifying you that the overdraft payment is due; at thirty (30) days we will send a letter stating the checking account has been suspended and any additional overdraft items will be returned and subject to our Returned NSF fee of \$29 per item. If your account remains overdrawn after 45 days, the Credit Union may close your checking account and report it to ChexSystems and to a collection company for follow-up. The Credit Union may pursue all collection options available, including but not limited to, transferring funds from your other accounts with us to cover the overdraft (negative) balance.

## **Courtesy Pay Fees**

A Courtesy Pay Fee of \$29 will be charged to your checking account, in accordance with our Schedule of Fees and Charges, for each overdraft that is authorized and paid through the Service. This means that more than one Courtesy Pay Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through the Service. You understand that your Courtesy Pay Limit will be reduced by the amount of each overdraft paid by us through the Service and the amount of the related Courtesy Pay Fee imposed until such amounts are repaid by you as set forth herein at which time we may replenish your Courtesy Pay Limit by the amount of the repayment. If we choose not to pay the item/transaction under the Service, you are typically subject to a NSF Fee of \$29 for each such item in accordance with our Schedule of Fees and Charges. All fees are subject to change in our sole discretion. Your periodic statement will itemize Courtesy Pay Fees and NSF Fees for each cycle, as well as the year-to-date total of fees.

#### **Transfers to Cover Overdraft**

You understand and agree that we have the right to transfer available funds to your checking account from any of your other account(s) with us (excluding IRAs and certificate accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft and related fees.

# **Right of Setoff**

In addition to any other rights that we may have, you agree that any deposits or future deposits in or other credits to any account in which you may now or in the future may have an interest are subject to our right of setoff for any liabilities, obligations or other amounts owed to us by you (e.g. overdrafts and any related fees and charges). Moreover, unless you opt-out of the Service, you consent and expressly agree that the application of setoff of funds in any account includes the setoff of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by applicable state and federal law. Each person who causes an overdraft, which is paid by us, agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of this Courtesy Pay Service Agreement.

#### Default

You will be in default under the terms of this Courtesy Pay Service Agreement if you fail to perform any obligation herein, or honor any of the terms and conditions set forth herein or if you are in default on any loan obligation with us and/or a negative balance exists in any other deposit account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend Courtesy Pay, terminate the Service or close your checking account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys' fees and court costs that we may incur as a result of your default.

#### **Termination; Suspension**

We may terminate or suspend the Service at any time without prior notice. In no event will any termination relieve you of your obligation to repay any negative account balance, overdraft fees, collection costs and attorneys' fees, if any. We can delay enforcing any of our rights under this Agreement without losing them.

## Your Right to Opt-Out of the Service

You may opt-out of Courtesy Pay Service at any time by removing all or part of your Courtesy Pay Service. Any owner of the checking account, any owner of a linked account used for overdraft protection, or any borrower on a line of credit account used for overdraft protection may cancel overdraft protection in person, by calling the Credit Union at (800) 300-9728, or by mailing an opt-out consent form to Attn: Operations, 1053 W. Sunset Blvd., Los Angeles, CA 90012. You may obtain the opt-out consent form from our website. If you opt-out of the Service, you will still be charged our NSF Fee for each item returned. If you would like to remove the portion of the Service covering ATM and One-Time debit card transactions, call the Credit Union at (800) 300-9728, or visit any of our branches. Cancellation will be effective after we have received notice and have had a reasonable time to act on it. We may terminate optional overdraft protection services at any time without prior notice to you.

## **Optional Overdraft Protection Plans**

As discussed in more detail above, we also offer optional overdraft protection plans, which may be less expensive than our Courtesy Pay Service. To learn more, please ask us about these plans.

The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.

IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS **OVERDRAFT PROTECTION AND COURTESY PAY SERVICE AGREEMENT AND DISCLOSURES**, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT (800) 300-9728, 8:00 AM to 5:00 PM PACIFIC TIME, MONDAY THROUGH FRIDAY.



Effective 3/1/19