



Courtesy Pay Policy

(A Discretionary Overdraft Service)

It is the policy of Rivermark Community Credit Union ("the credit union, we, us, or our") to comply with applicable laws and regulations, and to conduct business in accordance with strict safety and soundness standards.

A non-sufficient funds (overdraft/negative) balance may result from: A) The payment of checks, ATM withdrawals; debit card purchases; other electronic funds transfers, or other withdrawal requests you initiate; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) Charging your account for our applicable service charges and fees; 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 AGAINST YOUR ACCOUNT IF YOUR ACCOUNT DOES NOT CONTAIN SUFFICIENT COLLECTED FUNDS.

Rather than automatically returning, unpaid, any non-sufficient funds items that you may have, if your eligible account has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices, and depositing at least \$400 or more in your account within each thirty (30) day period, (B) You are not in default on any loan obligation to Rivermark Community Credit Union, (C) We reserve the right to require you to pay your outstanding overdraft (negative) balance, including our fees, immediately or on demand, and (D) Your account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien, **we will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned Courtesy Pay Limit, including our fees.**

This discretionary service will generally be limited to a \$600 overdraft (negative) balance for Free Checking, Senior Free Checking, E-Checking, and Business Checking accounts, and \$800 overdraft (negative) balance for Investor Checking, Interest Plus Checking, Senior Plus Checking, Rewards Checking and other eligible checking accounts.

Our normal fees and charges including, without limitation, our non-sufficient funds (NSF) or overdraft (OD) fees; currently \$25.00 per non-sufficient funds or overdraft item, as set forth in our fee schedule, will be charged for each transaction initiated for payment from your checking account that does not have sufficient collected funds. Typically, we will charge our normal NSF/OD fee whether we approve an overdraft item for payment or return it unpaid.

Our NSF/OD fees will be included in and count against your assigned Courtesy Pay Limit of \$600 or \$800, as applicable.

Whether your overdrafts will be paid or not is at our sole discretion and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing as described above, or if you have too many overdrafts. **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 including our fees that you owe us shall be due and payable immediately. If there is an overdraft paid by us on an account with more than one (1) owner on the applicable account card/application, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees.

Optional Overdraft Protection Services: We offer additional overdraft protection services that you may apply for. These include overdraft protection from your VISA Credit Card or your Personal Line of Credit, and/or overdraft transfers from Regular Shares or other eligible Rivermark accounts of yours. If you apply and are approved for these optional services, you may save money on the total fees you pay us for overdraft protection services.

Ineligible Accounts and Limitations: Available only to eligible checking accounts that are maintained in good standing as defined above. Savings Type Accounts, Money Market Accounts, Public Fund/Charitable Organization Accounts, Certain Trust Accounts, and any Minor Accounts (Dollar Dog and GO! Money) not of legal age are **not eligible** for this service. We may, in our sole option and discretion, limit the number of your accounts eligible for Courtesy Pay service to one account per household and/or one account per tax identification number.

Eligible Account Types: The account types that are eligible for Courtesy Pay are: Investor Checking, Interest Plus Checking, Senior Plus Checking, Free Checking, Senior Free Checking, E-Checking, Rewards Checking, and Business Checking.

Transactions That May Cause or Create Overdrafts Using Your Courtesy Pay Limit: NSF transactions initiated for payment against your checking account may be paid by us using your assigned Courtesy Pay Limit, including our fees, **OUR NSF/OD FEE MAY BE IMPOSED FOR PAYING, OR NOT PAYING, OVERDRAFTS YOU CREATE BY: CHECKS; IN PERSON (TELLER) WITHDRAWAL; ATM WITHDRAWAL; OR OTHER ELECTRONIC MEANS.**

You May Always Opt-Out: You may choose at any time to not participate in Courtesy Pay by notifying one of our Member Service Representatives who will explain what this ("Opt-Out") means, and the potential consequences, for you.

If You Need Help: Of course, overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. **If at any time you feel you need help with your financial obligations**, please contact one of our Member Service Representatives at 503-626-6600, or toll-free at 800-452-8502.

Always a Discretionary Service. Our Courtesy Pay 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. **Our Courtesy Pay service represents a courtesy or privilege that the credit union may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.**