

## COURTESY PAY DISCLOSURE

It is the policy of Riverside Community 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 (negative) balance may result from:

- The payment of checks, electronic funds transfers, or other withdrawal requests;
- Payments authorized by you;
- The return, unpaid, of items deposited by you;
- The imposition of credit union service charges; or
- The deposit of items which according to the Credit Union's Funds Availability Policy, are treated as not yet "available."

**We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds.** Rather than returning non-sufficient funds items that you may have, if your eligible account (90) days and thereafter you maintain your account in good standing, which includes at least:

- Continuing to make deposits consistent with your past practices,
- You are not in default on any loan obligation with the credit union,
- You bring your account to a positive balance (not overdrawn) as least once every thirty (30) days, and
- 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, generally limited up to a \$300.00 overdraft (negative) balance. Overdrafts must be repaid in 45 days or your account may possibly be closed.

**Once your account has been overdrawn, you will be notified in writing that the entire overdrawn balance shall be repaid immediately. If this is not handled and your account has reached the \$300.00 negative, transactions will be returned NSF and the \$30.00 fee will be assessed to your account. After a 10 day grace period we may charge your account \$5.00 for each day your account remains overdrawn.**

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 Non-Sufficient Funds (NSF) Fee(s) that you owe us shall be due and payable upon demand.

**LEGAL ACTION AFFECTING COURTESY PAY: There will be fees imposed by the Credit Union in a commercially reasonable amount allowed by law in the event of overdraft, as well as reasonable attorney fees and collection costs in the event legal services are required to enforce the terms of the agreement including but not limited to overdrafts.**

The Courtesy Pay Program is available to you after you have had a checking account with the CU for 90 days. You may "Opt Out" by initialing the "Opt Out" Box. If you choose to Opt Out, NSF Items will be returned.

OPT OUT      -----

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Member Signature

\_\_\_\_\_  
Date