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Tulsa, OK 74133  
P.O. Box 477550  
Tulsa, OK 74147

## IMPORTANT TERMS REGARDING OVERDRAFTS

The following terms apply when overdrafts occur on your account(s), regardless of which overdraft service or protection program you choose. By signing the document entitled, “What You Need to Know About Overdrafts and Overdraft Fees”, and by using your checking account, you acknowledge, understand, and agree to the following:

TTCU has adopted standard overdraft practices for its discretionary overdraft payment service known as Courtesy Pay. If you maintain your account in good standing, we may, in our sole discretion, pay a check or automatic bill pay transaction when the amount exceeds the **available** balance in your checking account. (Please refer to the Membership and Account Agreement for how we calculate your available balance.) If you do not want your check and ACH transactions to be considered for Courtesy Pay, you must notify us of your decision to decline Courtesy Pay. Likewise, if you receive a direct deposit of your social security or other federal benefit check, and you do not want us to apply those funds to repay an overdraft, then you must notify us of your desire by declining Courtesy Pay.

Courtesy Pay applies to checks and automatic bill pay transactions. Courtesy Pay does not apply to and will not authorize any ATM, Point-of-Sale (POS) or everyday debit card transactions, when the transaction amount exceeds your account’s **available** balance, unless you affirmatively consent for us to do so by opting-in (“opt in”). If you opt-in, you have the right to revoke your authorization at any time.

In order to be considered for Courtesy Pay, your account must be in good standing. Good standing includes, but is not limited to, the following criteria, and is subject to change at any time in the Credit Union’s sole discretion:

- You have an account with us for at least 60 days
- You are age 18 or over
- You keep or bring the account to a positive balance at least once every 30 days
- You are not in default (35 days or longer past due) on any loan or other obligation to us.
- There are no tax levies, garnishments, or other legal action against your account(s)

In paying transactions through Courtesy Pay, your checking account may go negative by up to a maximum of \$500 (\$200 for Fresh Start Checking), including any and all fees and charges. A Courtesy Pay fee, as set forth in the Fee Schedule, will be charged for each transaction submitted and paid that exceeds your **available** account balance.

You are not charged a Courtesy Pay fee unless you have an overdraft. If you have an overdraft, you will not be charged a Courtesy Pay fee if the transaction is less than \$10.00; if the transaction creates a negative available balance of less than \$10; or if you have already incurred five (5) Courtesy Pay fees on the same day. Checks, drafts, transactions and other items may not be processed in the order they are made or in the order we receive them. We may, in our discretion, pay any item or execute other transactions in any order we choose, even if the order in which we pay items causes an overdraft. We may honor any item or instruction even if it creates an overdraft or negative balance in your account or if it violates any minimum balance requirement or other requirements of the account, in which case you agree to pay all fees, penalties or other charges imposed on you as well as costs incurred by us. Any transaction may be presented multiple times when it has been returned unpaid for any reason and we have no control over this. Each presentment will be charged a separate Courtesy Pay or Insufficient Funds fee (“NSF”) even if it is on the same item. There is no limit to the total fees TTCU may charge you for exceeding your available balance. You must repay all overdraft amounts and bring your account current within 30 calendar days. If your checking account remains negative for 45 consecutive days, the account will be closed. Please contact us if you have questions about how we pay checks, drafts or items and process transfers and withdrawals.

Whether the transaction is paid through Courtesy Pay or returned unpaid, your account may be subject to a charge as set forth in the Fee Schedule. **Please refer to the Overdrafts and Overdraft Protection section of the Membership and Account Agreement and our Fee Schedule for additional information regarding overdrafts.**

It is the policy of TTCU to comply with all applicable laws and regulations. The Membership and Account Agreement controls the duties, obligations and rights of the member, the authorized signatories and TTCU about your checking account; and shall control as to any conflict between any provision of this Courtesy Pay document and the Membership and Account Agreement.

## WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An **overdraft** occurs when there is an insufficient available balance in your account to pay a transaction, but we pay it anyway. We use your available balance when determining whether there is an overdraft. (Please see the Membership and Account Agreement for how we calculate your available balance.) We can pay overdrafts in two different ways:

1. We have standard overdraft practices (Courtesy Pay) that come with your account.
2. We have an **overdraft protection plan** that also comes with your account, we “link” your share account or your established line of credit to your checking account, so if you cause an overdraft, we will transfer funds from your linked account to pay the overdraft. If there’s not enough funds in *any* of your linked accounts, we will follow your instructions for our standard overdraft practices (Courtesy Pay). You will not be charged a fee for an Overdraft Protection Plan Transfer.

### **THIS NOTICE EXPLAINS OUR STANDARD OVERDRAFT PRACTICES UNDER COURTESY PAY.**

#### **What are the standard overdraft practices that come with my account?**

We **do** authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account
- Automatic Bill Payments

We **do not** authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee we will always authorize and pay any type of transaction.

#### **What fees will I be charged if TTCU pays my overdraft?**

Under our standard overdraft practices:

- We will charge you a fee of \$24 each time we pay an overdraft.
- You will not be charged a fee on transactions less than \$10 that overdraw your account.
- You will not be charged a fee on transactions that overdraw your account less than \$10.
- You will not be charged a fee on any transaction that overdraws your account if you have already incurred five (5) Courtesy Pay fees on the same day.
- There is **no limit** on the total amount of fees we can charge you for overdrawing your account

If you do not opt-in to our standard overdraft practices:

We will charge you an NSF fee \$24.00 each time we reject an item\*.

\*A particular item may be presented for payment multiple times. You may be charged an NSF fee for each presentment.

Please refer to your Membership Agreement for important additional information on overdrafts.

#### **What if I want TTCU to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call 918-749-8828, or complete the form below and present it at a branch or mail it to: PO Box 477550, Tulsa, OK 74147-7550.

You have the right to revoke your consent at any time by contacting us at the above addresses/phone number(s).