



P.O. Box 477550
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WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES IMPORTANT TERMS REGARDING OVERDRAFT PROTECTION PLAN (OVERDRAFTING)

This Overdraft Disclosure and Agreement (“Agreement”) describes when TTCU will use the Overdraft Protection Plan services to pay overdrafts in your checking account. The following terms apply when overdrafts occur on your account(s), regardless of overdraft service or protection program you choose. By signing the document entitled, “Overdraft Protection Plan (Overdrafting)”, and by using your checking account, you acknowledge, understand, and agree to the following:

TTCU has adopted overdraft practices for its discretionary Overdraft Protection Plan (Overdrafting). We “link” your Savings account, draft account, or established line of credit (“Backup Account”) to your checking account to pay overdrafts. If you maintain your account in good standing, we may, in our sole discretion, transfer funds from your Backup Account(s) to pay transactions 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 us to transfer funds to pay your transactions, you must notify us of your decision to decline Overdrafting. Likewise, if you receive a direct deposit of your social security or other federal benefit check, and you do not want us to transfer those funds, then you must notify us of your desire by declining Overdrafting.

Overdrafting applies to checks, automatic bill pay transactions, and any ATM, Point-of-Sale (POS) or everyday debit card transactions, when the transaction amount exceeds your account’s **available** balance, unless you notify us of your desire to decline Overdrafting by opting-out (“opt out”). You have the right to opt out or change your other account choices at any time.

In order to use Overdrafting, your account must be in good standing. To be considered in good standing, you must satisfy certain criteria (which shall be subject to change at any time in the Credit Union’s sole discretion) including but not limited to:

- 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 Overdrafting, you can tell us which Backup Account(s) and in what order to link them to your checking account and we will transfer money from your Backup Account(s) to pay overdrafts. If you link a line of credit account, amounts will be added to a line of credit and transferred to your checking account in increments of \$100.00. For example, if your transaction causes an overdraft of \$15.00, \$100.00 will be charged to your line of credit and interest will accrue on the entire balance at the rate disclosed in your line of credit agreement. If you link a Savings or draft account, amounts transferred from your Savings or draft accounts are in increments of \$50.00, if available. For example, if your transaction causes an overdraft of \$15.00, \$50.00 will be transferred from your Savings account to your checking account.

You will not be charged a fee for an Overdraft Protection Plan transfer from your Backup Account(s). If you opt out of the Overdraft Protection Plan or there is insufficient **available** balance in *any* of your Backup Accounts to pay the transaction, we will follow your instructions for our Courtesy Pay services. *See What you need to know about Overdrafts and Overdraft fees important terms regarding Courtesy Pay and Courtesy Pay Plus.* If you have authorized us to pay overdrafts using our Courtesy Pay services, we may charge you a Courtesy Pay fee each time we pay an overdraft. If you have not authorized us to pay overdrafts using our Courtesy Pay services, each item may be returned unpaid and subject to an Insufficient Funds fee (“NSF”). 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 item may be presented multiple times for payment when it has been returned unpaid for any reason. An item can be charged only one Courtesy Pay or Insufficient Funds fee (“NSF”) if the item is presented multiple times. 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 available balance positive within 30 calendar days. If the available balance in your checking account remains negative for 45 consecutive calendar 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 item is paid through Courtesy Pay services or returned unpaid, your account may be subject to a charge as set forth in the Service Charges Schedule. **Please refer to the Overdrafts and Overdraft Protection section of the Membership and Account Agreement and our Service Charges Schedule for additional information regarding overdrafts.**

It is the policy of TTCU to comply with all applicable laws and regulations. Your Membership and Account Agreement and this Agreement are intended to be read as complementary to one another. In the event of any direct conflict between the Membership and Account Agreement and this Agreement, the Membership and Account Agreement will control unless stated otherwise in this Agreement.

OVERDRAFT PROTECTION PLAN (OVERDRAFTING)

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 three different ways:

1. We have standard overdraft practices called Courtesy Pay that comes with your account and we have Courtesy Pay Plus that you can opt into. *See What You Need to Know About Overdrafts and Overdraft Fees: Important Terms Regarding Courtesy Pay and Courtesy Pay Plus.*
2. We have an **Overdraft Protection Plan** that also comes with your account. We link your Savings account, draft account, or established line of credit ("Backup Account") to your checking account to pay overdrafts.

THIS NOTICE EXPLAINS OUR OVERDRAFT PROTECTION PLAN PRACTICES.

How does it work?

You tell us which account(s) to link as a Backup Account and the order in which to link them to your checking account. We will transfer money from your Backup Account(s) to pay overdrafts in the order you have directed us. For example, if you direct us to link your Savings account first and then your line of credit second, we will first transfer funds from your Savings account and then, if there is insufficient available balance in your Savings account, we will transfer from funds from your line of credit. If there's insufficient available balance or credit in *any* of your Backup Accounts, we will follow your instructions for Courtesy Pay services. For example, if you chose not to authorize Courtesy Pay services, we may reject any overdraft items if there insufficient available balance in *any* of your Backup Accounts.

What fees will I be charged if TTCU transfers funds from my Backup Account(s)?

Under our Overdraft Protection Plan practices:

- You will not be charged a fee for an Overdraft Protection Plan transfer.
- If you have no money or credit available in any of your Backup Accounts:
 - We will charge you an NSF fee \$24.00 each time we reject an item, if you have told us to reject items.*; or
 - A Courtesy Pay fee of \$24.00 each time we pay an overdraft, if you have authorized us to pay overdrafts using our Courtesy Pay services, subject to our Courtesy Pay terms.
- There is **no limit** on the total amount of fees we can charge you for overdrawing your account.

*A particular item may be presented for payment multiple times and we have no control of this. An item can be charged only one Courtesy Pay or Insufficient Funds fee ("NSF") if the item is presented multiple times.

What amount will be transferred to my checking account?

If you link a line of credit account as a Backup Account:

- Amounts will be added to a line of credit in increments of \$100.00. For example, if your transaction causes an overdraft of \$15.00, \$100.00 will be charged to your line.
- Interest will accrue on the entire balance at the rate disclosed in your line of credit agreement.

If you link a Savings or draft account as a Backup Account:

- Amounts transferred from your Savings or draft account are in increments of \$50.00 or the amount in your Backup Account, if less than \$50.00. For example, if your transaction causes an overdraft of \$15.00, \$50.00 will be transferred from your Backup Account.

YES, link my account(s).

Please keep my account(s) linked and transfer money from the selected account(s) to cover my overdrafts (including ATM and everyday debit card transactions). Link my other account(s) to my checking account in the following order to pay my overdrafts:

(Add my Backup Account(s) as instructed. If there is insufficient available balance or credit available from your first Backup Account choice, then an additional transfer will be made from your second Backup Account choice, if selected. You can link up to two Backup Accounts.)

NO, don't link my accounts.

I do not want to link my accounts.

You have the right to revoke your consent or change your overdraft elections at any time through TTCU's digital banking services or by contacting us at 918-749-8828 or 800-234-8828 or by visiting a branch.

By accepting, you acknowledge you understand and agree to the terms and conditions in this Agreement and accept the chosen overdraft option and Backup Account linking order of transfer, if elected, that you selected. You also acknowledge and agree to the fees and terms described in this agreement.