

It is the policy of Arizona Central Credit Union (the Credit Union) to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Account Agreements & Disclosures provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories, and the Credit Union with regard to your checking account. The Account Agreements & Disclosures (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of the Overdraft Privilege Policy and the Account Agreements & Disclosures. A copy of the Account Agreements & Disclosures is available to you on request from the Credit Union.

Overdraft Privilege is not a line of credit. However, if you overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your Overdraft Privilege and the amount of the overdraft fee. The Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment (or other negotiation or processing) by the Credit Union of any non-sufficient funds check or other item does not obligate or create an agreement or course of dealing for the Credit Union to pay any additional non-sufficient funds check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient funds check or item. The Credit Union, in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.

Pursuant to the Credit Union's commitment to always provide you with the best level of service, now and in the future, if your consumer account (primarily used for personal and household purposes) has been open for at least ninety (90) days, and thereafter you maintain your account in good standing, which includes at least:

- a) Bringing your account balance to a positive balance within every thirty (30) day period;

- b) You are not in default on any loan or other obligation to the Credit Union; and
- c) You are not subject to any legal or administrative order or levy.

The Credit Union will have the discretion to pay overdrafts within the Overdraft Privilege limits, but payment by the Credit Union is a discretionary courtesy and not a right of the account holder or an obligation of the Credit Union. This privilege for consumer checking accounts will generally be limited to a maximum of \$500 overdraft (negative) balance. Of course, any and all fees and charges, including without limitation the Paid by Overdraft Privilege fees (as set forth in our fee schedules and deposit account agreement and disclosure), will be included as part of this maximum amount.

We will charge you a fee of \$30.00 for each overdraft item that we pay, including ATM withdrawals, debit card purchases, checks, and in-person transactions or other electronic means initiated for payment from your checking account that does not have sufficient collected funds. Multiple fees may be charged against the account in one day.

**For example**, if three items are paid in one day through Overdraft Privilege, the total fees will be \$90.00. We may charge you this fee even if your overdraft amount is as low as \$0.01. There is no limit to the amount of fees we can charge you for overdrawing your account per day/per statement period. You have the right to opt out of this service and tell us not to pay any overdrafts. If you do, however, you may have to pay a fee if you make transactions that are returned unpaid. Occasionally, in the course of normal processing, we may not include the amount of these fees in calculating if you have reached your Overdraft Privilege limit. Thus, the amount of your overdrafts and the fees for handling those overdrafts may exceed the \$500 limit.

The total of the discretionary Overdraft Privilege (negative) balance, including any and all fees and charges, including all non-sufficient funds/overdraft fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to

be liable, jointly and severally, for all such amounts, as described in the Account Agreements & Disclosures.

**Optional Overdraft Protection Services:** We also offer additional overdraft protection services that you may apply for, including a Line-of-Credit and Automatic Transfer Overdraft Protection (from another account of yours with us). If you apply and are qualified for these optional services, you may save money on the total fees you pay us for overdraft protection services.

**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 associates at (602) 264-6421 or toll free 1-866-264-6421.

**You May Always Opt-Out:** You may choose at any time to not participate in Discretionary Overdraft Privilege by notifying one of our associates, who will explain what this (“opt-out”) means. If you choose to opt-out, payment of an item may be denied, or returned unpaid, and non-sufficient fund fees may be incurred on your account as well from the payee. To opt-out of our overdraft service, or to obtain information about other alternatives, call us at (602) 264-6421 (toll free 1-866-264-6421) or write us at Arizona Central Credit Union, P.O. Box 11650, Phoenix, AZ 85061-1650.

**A Discretionary Service:** Our Overdraft Privilege Service does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of or by us. Our service represents a purely discretionary courtesy or privilege that we 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.