

Courtesy Pay

Courtesy Pay is a *discretionary* service we provide to our checking account holders who maintain their accounts in good standing. In an effort to provide excellent customer service, evergreenDIRECT Credit Union will strive to pay items presented on your account against insufficient available funds. Items are paid with the expectation that an immediate deposit will be made to bring the account to a positive balance. One-time payment of items into overdraft does not guarantee that items presented in the future will be paid.

- **You are NOT required to have this service on your account** – evergreenDIRECT Credit Union offers other less expensive ways to manage your account with respect to overdrafts. You may opt-out of overdraft services by contacting us via phone at 800-327-4286, via our website evergreenDIRECT.org or by visiting one of our financial centers. Opting out of overdraft services means that we may return items presented against insufficient available funds and may assess applicable NSF item fees per our current fee schedule. Members who receive Social Security, federal direct deposit or any other entitlement benefit must opt-out if you do not want evergreenDIRECT Credit Union to apply those funds to pay an overdraft.
- **The payment of overdrafts is not guaranteed** - We will strive to pay your overdraft items when presented against insufficient available funds, however, whether your overdrafts will be paid is discretionary and not guaranteed. Payment of items into overdraft is based on the handling of your accounts and the expectation that you will continue to make deposits consistent with your past practices.
- **You may be charged an overdraft fee for each insufficient item paid into overdraft-** You **may** be charged applicable overdraft fees for each item presented against insufficient available funds. When more than one overdraft item is presented and paid, multiple overdraft fees may be charged per our current fee schedule. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.
- **Payment of items into overdraft is done so with the understanding that you will be making an immediate deposit to return your account to a positive balance.** If your account balance remains consistently overdrawn or we believe that you are not managing your account in a responsible manner we may not be able to strive to pay items presented against insufficient available funds. Items presented may be returned and applicable NSF item fees charged per our current fee schedule.
- **Checking accounts that remain consistently overdrawn may be closed and/or charged off. Closed and/or charged off accounts may be reported to national credit reporting agencies which may negatively impact your ability to open future banking relationships.**

Overdraft Protection Options - evergreenDIRECT Credit Union offers other less expensive ways to manage your account with respect to overdrafts. Please contact us via phone at 800-327-4286, via our website evergreenDIRECT.org or by visiting one of our financial centers if you would like to discuss other ways to manage your account relationship with us.

Product/Service	Description	Cost
<i>Transfer from another account</i>	If you have other accounts with us, you can authorize us in advance to transfer the funds needed to cover overdrafts	\$2.00 per transfer
<i>Overdraft Line of Credit</i>	This product requires you to complete an application and approval and Annual Percentage Rate (APR) is based on your credit worthiness.	\$2.00 per transfer; APR
<i>Visa Perks Credit Card</i>	This product requires you to complete an application and approval and Annual Percentage Rate (APR) is based on your credit worthiness.	\$2.00 per transfer; Cash Advance APR

Eligibility Criteria – There is no application required for our discretionary Courtesy Pay service. Eligibility for overdraft service is at our discretion based on account activity and ongoing account handling. Maintaining an account in good standing may include but is not limited to:

- Your account is an eligible account type.
- You are not past due on any Credit Union loan or delinquent on any other obligation to the Credit Union.
- You are NOT subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding.
- You DO NOT have an outstanding Overdraft Repayment Plan balance.
- Your account is NOT being reviewed for fraudulent activity.
- The primary account owner is NOT less than 18 years old.
- A ChexSystems or other negative indicator that remains unresolved has NOT been reported to us.
- Your account is NOT classified as inactive.
- You DO NOT have an unresolved prior loss with the Credit Union.
- We have a valid address on file for you.

Transactions eligible for Courtesy Pay coverage include:

- Checks
- Internet banking
- ATM *
- ACH transactions
- Preauthorized automatic transfers
- *Everyday Debit Card**
- In-person withdrawals
- Telephone banking
- Bill Pay

***ATM/Everyday Debit Card Transactions** - ATM and everyday debit card transactions require that you authorize us to strive to pay those transaction types. If you have authorized us to strive to pay those transaction types applicable overdraft fees may be assessed for items paid into overdraft. You may opt out of coverage on everyday debit card and ATM transactions at any time by contacting us via phone at 800-327-4286, via our website evergreenDIRECT.org or by visiting one of our financial centers.

Payment Order of Items – The order in which items are presented may affect the total fees assessed to your account. We use the available funds balance to post items into overdraft status. The first items that we pay are non-check items (ACH transactions, preauthorized automatic transfers, telephone-initiated transfers, any other electronic transfer, Bill Pay transactions, debit card purchases and ATM transactions) in the order in which we receive them. Finally, we pay the remaining items based on the dollar amount of the check; lowest dollar amount to highest dollar amount.

Excessive Use – We monitor member accounts for chronic or excessive use. If you overdraw your account in excess, as defined by evergreenDIRECT Credit Union, you will be contacted to discuss alternatives and/or continued use of Courtesy Pay.

Financial Education – At evergreenDIRECT Credit Union we believe that financial literacy and education helps consumers make informed decisions. Awareness of personal financial responsibility allows consumers to realize the benefits of responsible money management, understand the credit process and the availability of help if problems occur.

EvergreenDIRECT Credit Union provides Financial Counseling. This free financial fitness program is available to evergreenDIRECT Credit Union members. It utilizes expert financial counseling services, debt management help, credit report reviews, and more.

Account Management - evergreenDIRECT Credit Union provides the following for ongoing account management*:

- Mobile banking – including text notification for balance and transaction
- Online banking – including “e statements and “e notifications”
- Telephone banking

*Please contact us via phone at 800-327-4286, via our website evergreenDIRECT.org or by visiting one of our financial centers for more information on account management options.

Checking Account Agreement - Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories and the Credit Union with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them.

Waiver: The Credit Union’s forbearance from, or delay in, exercising any of the Credit Union’s rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this ODP disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the Credit Union’s rights, remedies or privileges.

Remedy: You and the Credit Union agree that the exclusive remedy and forum for all disputes arising out of the Overdraft Privilege or your or Credit Union’s performance there under, except for matters you or Credit Union take to small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.

Effective Date- All information listed in this disclosure is effective February 1, 2018.