

**WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES:  
IMPORTANT TERMS REGARDING COURTESY PAY AND COURTESY PAY PLUS**

This Courtesy Pay Disclosure and Agreement ("Agreement") describes when TTCU will use the Courtesy Pay and/or Courtesy Pay Plus services to pay overdrafts in your checking account and charge you a fee. The following terms apply when overdrafts occur on your account(s), regardless of which Courtesy Pay service you choose. By signing the document entitled, "Courtesy Pay and Courtesy Pay Plus Protection Plan", 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 automatic bill pay 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 when we pay checks, Automatic Clearing House ("ACH") transactions, bill pay and other payment transactions when the amount exceeds the **available** balance in your checking account, other than one-time or nonrecurring debit card transactions. Courtesy Pay Plus applies to all overdraft payment transactions from your checking account, including nonrecurring or one-time debit card payment transactions. Please note that for everyday debit card transactions to be considered for payment, you must affirmatively consent to Courtesy Pay Plus coverage. Unless you affirmatively consent for us to do so by opting-in ("opt in"), we may not authorize and pay any ATM, Point of Sale (POS) or everyday debit card transactions that will result in an insufficient available balance in your account. If you opt-in, you have the right to revoke your authorization at any time.

In order to be considered for Courtesy Pay Services, 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 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 available 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 or Courtesy Pay Plus services, your checking account may have a negative available balance of 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, may 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 creates a negative available balance of less than \$10; if the transaction creates a negative available balance of less than \$100 and you maintain both a Qualifying Account<sup>1</sup> and a Qualifying Direct Deposit<sup>2</sup>; 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 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 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.

<sup>1</sup>The \$100 overdraft negative balance threshold protection is not available on, nor does the protection apply to Fresh Start Checking accounts.

<sup>2</sup>Qualifying Direct Deposit means this checking account has at least one payroll, retirement or social security deposit of at least \$250 that is directly deposited into the Qualifying Account within the past sixty days of the overdraft transaction.

## COURTESY PAY AND COURTESY PAY PLUS PROTECTION PLAN

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 overdraft practices called Courtesy Pay that comes standard with your account.
2. We have Courtesy Pay Plus that you can opt into.
3. We have an **Overdraft Protection Plan** that also comes with your account. **If you do not direct us otherwise, we “link” your Savings account.** We can “link” your Savings account, draft 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 Courtesy Pay and Courtesy Pay Plus Protection Plan. You will not be charged a fee for an Overdraft Protection Plan transfer. *What You Need to Know About Overdrafts and Overdraft Fees: Important Terms Regarding Overdraft Protection Plan (Overdrafting)*

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

#### **What are the Courtesy Pay services 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

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I do not want TTCU to authorize and pay overdrafts on my checks and automatic bill payments.

☐

I do want TTCU to authorize and pay overdrafts on my checks and automatic bill payments.

We **do not** authorize and pay overdrafts for the following types of transactions unless you opt into Courtesy Pay Plus (see below):

- ATM transactions
- Everyday debit card transactions

If you opt in, 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 Courtesy Pay Services:

- We will charge you a fee of \$24 each time we pay an overdraft.
- You will not be charged a fee on transactions that overdraw your account less than \$10.
- You will not be charged a fee on transactions that overdraw your account less than \$100, if you have a Qualifying Account and a Qualifying Direct Deposit (see *Important Terms Regarding Courtesy Pay and Courtesy Pay Plus* for more information on Qualifying Accounts and Qualifying Direct Deposits).
- 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 have not authorized us to pay overdrafts, either through our Overdraft Protection Plan or Courtesy Pay services, items may be returned unpaid and subject to a charge as set forth in the Service Charges Schedule.

**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, complete the form below and present it at a branch or mail it to: PO Box 477550, Tulsa, OK 74147-7550 or contact us at 918-749-8828 or 800-234-8828.

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.

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I do not want to authorize Courtesy Pay Plus to pay overdrafts on my ATM and everyday debit card transactions.

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I do want to authorize Courtesy Pay Plus to pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Account Number: \_\_\_\_\_ Sub Account: \_\_\_\_\_

Accepted By: \_\_\_\_\_

Sign with:  
Verifone  
Topaz