

Hurricane Creek Federal Credit Union automatically includes Courtesy Pay service to your personal checking account if you are eligible. The service only incurs a cost when you use it. This discretionary service supplements your current overdraft transfers from your savings or other accounts.

Courtesy Pay is a discretionary service that may cover non-sufficient funds (overdraft/negative balance) that may result from:

- The payment or non-payment of checks;
- The use of debit cards at a point of sale and the use of ATM for withdrawal purposes (with required opt-in);
- Automated Clearing House (ACH) debits or other electronic transfers or other withdrawal requests by you;
- Payments authorized by you;
- The return of unpaid items that were deposited to your account; and the deposit of items to your account which, according to our Funds Availability Policy are treated as not yet “available”.

The credit union will calculate overdraft transactions based on your available account balance, not the actual. Pending transactions may influence that amount available at the time of a transaction that falls within the courtesy pay service. For example, your actual account balance may show \$500, however a preauthorization on your debit card for \$25 pay at the pump and \$100 for a hotel room will result in an available balance of \$375.

We are not obligated to pay any item initiated for payment against your account if your account does not contain sufficient collected funds. Rather than automatically returning an item unpaid, all non-sufficient funds items that you may have, we will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned Courtesy Pay Limit.

To be eligible for consideration you must have been a member for 90 days, be over 18 years of age, and maintain your account “in good standing” which includes but is not limited to:

- You are not in default on any loan obligation to us;
- You pay your outstanding overdraft (negative) balance, including our fees, timely or on demand, and
- Your account is not subject to any legal or administrative order or levy,

This discretionary service is limited to personal checking account types. Only one (1) overdraft limit per tax identification number (SSN). The limits and fees on accounts will be \$500 per checking account, and the fee per overdraft transaction is the NSF/OD fee currently posted on HCFCU’s website and Fee Schedule. Typically, we will charge our current NSF fee whether we approve an overdraft item for payment or return it unpaid.

Our NSF/OD fees will be included in and count against your assigned Courtesy Pay limit of \$500. Whether your overdrafts will be paid or not is at our sole discretion and we reserve the right not to pay. We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may

have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts including our fees that you owe us shall be due and payable immediately. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner and agent, if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees.

ATM and One-Time Debit Card Transactions – We do not authorize or pay overdrafts for ATM or one-time debit card transactions under our discretionary Courtesy Pay Program. If you want HCFCU to authorize and pay these transactions, you must OPT-IN to this portion of the program. Our current NSF/OD fee will be assessed when an overdraft is authorized and paid. Please contact us for assistance in completing the OPT-IN using the ways below: (You may opt-out at any time too.)

- Visit our branch or email us at [teller@hurricane creekfcu.org](mailto:teller@hurricane creekfcu.org).

You may choose at any time not to participate in our Courtesy Pay Program. Please contact as stated above and we can explain what the Opt-out means and the potential consequences for you. You must restore any amount by which your account is overdrawn as soon as possible or upon our demand. If you do not pay, you agree that we can cover the amount of the negative balance from any other HCFCU account in which you have an interest under our Right of Offset. If we cannot recover that amount exercising our Right of Offset, our right to recover collection costs applies. If the overdrawn (negative) balances are not repaid within 45 days, additional negative credit reporting may occur.

If you need help: 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 HCFCU at 501.315.3162 or email us at [teller@hurricane creekfcu.org](mailto:teller@hurricane creekfcu.org).

**ALWAYS A DISCRETIONARY SERVICE:** Our Courtesy Pay Program does not constitute an actual or implied agreement between you and HCFCU, nor does it constitute an actual or implied obligation of or by HCFCU. Our Courtesy Pay Program represents a purely discretionary courtesy, service 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.