

Courtesy Pay Terms & Conditions

(Discretionary Overdraft Service)

It is the policy of our Credit Union to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

Whether your overdrafts will be paid with our Courtesy Pay Service is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, which may include: (A) failure to make deposits consistent with your past practices; (B) You are in default on any loan obligation to Regional Niagara Federal Credit Union; (C) You do not bring your account to a positive balance (not overdrawn) for a full business day at least once every thirty (30) days; or (D) Your account is the subject of any legal or administrative order or levy. In addition, the Courtesy Pay service may only be available for eligible accounts that have been open for at least sixty (60) days and thereafter you maintain your account in good standing.

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. We have the discretion to authorize and pay overdrafts for checks, automatic bill payments and recurring debit transactions made using your account number, unless you opt out for overdraft coverage on these types of transactions. We do not authorize and pay overdrafts for ATM withdrawals or everyday debit card purchases, unless you consent (opt-in) to overdraft coverage for these types of transactions. Refer to the document titled "What You Need to Know About Overdrafts and Overdraft Fees" for details.

A non-sufficient funds balance may result from: A) The payment of checks, electronic funds transfers, or other withdrawal requests; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) The imposition of credit union service charges; or E) The deposit of items which according to the credit union's Funds Availability Policy, are treated as not yet "available" or finally paid.

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. We will send a notice of any non-sufficient funds items paid or returned the day they occur; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our \$30.00 overdraft/Non-Sufficient Funds (NSF) fee shall be due and payable upon demand. 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 plus our Non-Sufficient Funds (NSF) Charge(s). Our general policy is to post items throughout the day and to post credits before debits. Checks are posted lowest to highest dollar amount, while ATM, ACH and debit card transactions are posted in the order in which the items are received, which may impact the total dollar amount of overdraft fees assessed. We reserve the right to change the clearing order at any time without notice. Limitations: We may limit the number of accounts eligible for the Courtesy Pay* service to one account per household.

*The Courtesy Pay service does not constitute an actual or implied agreement between you and the credit union. Nor does it constitute an actual or implied obligation of or by the credit union. This service represents a purely discretionary courtesy or privilege that the credit union may provide to you from time to time and which may be withdrawn or withheld by the credit union at any time without prior notice or reason or cause. Members wishing to be removed or opt out from the Courtesy Pay program should contact a credit union representative.

