

Overdraft Privilege Form

Discretionary Overdraft Privilege Disclosure

It is the policy of CalCom FCU to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Deposit Account Agreement and Disclosure 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 CalCom FCU with regard to your checking account. The Deposit Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Disclosure and the Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from your CalCom FCU officer.

The Overdraft Privilege is not a line of credit. However, if you inadvertently 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. CalCom FCU is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by CalCom FCU of an overdraft check (or item, such as an ATM withdrawal) does not obligate CalCom FCU to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

Pursuant to CalCom FCU'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) or your commercial account is in good standing, which includes at least:

- Bringing your account to a positive balance within every thirty (30) day period for a minimum period of 24 hours
- Not being subject to any legal or administrative order or levy
- *ODP Privileges are subject to removal at the discretion of the CU based on account status.

CalCom FCU will have the discretion to pay overdrafts within the Overdraft Privilege limit, but payment by CalCom FCU is a discretionary courtesy and not a right of the member or an obligation of CalCom FCU. CalCom FCU in its sole and absolute discretion can cease paying overdrafts at any time without prior notice of reason or cause.

This privilege for consumer checking accounts will generally be limited to a maximum of \$900 overdraft (negative) balance. Of course, any and all fees and charges, including without limitation the non-sufficient funds fees (as set forth in our fee schedules) and deposit account agreement and disclosure, will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the Overdraft Privilege amount as a result of the assessment of a fee. Transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred.

The total of the discretionary Overdraft Privilege (negative) balance, which includes 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 Deposit Account Agreement and Disclosure. Our standard Overdraft fee of \$30.00 will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means.

For our consumer members CalCom FCU will not pay overdrafts for ATM or everyday debit card transactions unless CalCom FCU has provided you with the notice required by section 205.17(b) of Regulation E and you have opted in to the payment of these overdrafts. In order to avoid overdrafts due to ATM and everyday debit card transactions, CalCom FCU will place a hold on your account for any ATM or everyday debit card transaction authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules.

Both consumer and commercial members may opt out of the Overdraft Privilege services for check, ACH and debit card bill payment transactions at any time by contacting one of our Account Services Representatives.



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WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to another account or a line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

◊ What are the standard overdraft practices 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 number
- Automatic bill payments

We will not authorize and pay overdrafts for the following types of transactions without your consent.

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

◊ What fees will I be charged if CalCom FCU pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to \$30.00 each time we pay an overdraft.
- There is no limit per day on the total fees we can charge you for overdrawing your account.

◊ What if I want CalCom FCU 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, call 855.922.5266, or complete the form below and present it at a branch, or mail it to: 3748 Bayer Avenue, Unit 104, Long Beach, CA 90808. You can revoke your authorization for CalCom FCU to pay these overdrafts at any time by any of the above methods. Your revocation must include both your name and your account number so that we can properly identify your account.

I want CalCom FCU to authorize and pay overdrafts on my checking account, ATM and everyday debit card transactions.

First Name

Last Name

Email Address

Account Number

Signature

Date

Credit Union Use Only

Received by:

Date:

Time:

Processed by:

Date:

Time: