

North Carolina Community FCU

Discretionary Overdraft Privilege Policy

It is the policy of NC Community FCU to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. The Membership and Account Agreement 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 NC Community FCU with regard to your checking account. The Membership and Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Policy and the Membership and Account Agreement. A copy of the Membership and Account Agreement is available to you on request from your NC Community FCU officer.

NC Community FCU's standard practice is to not pay any item (e.g., check, ACH debit, ATM/debit card transaction) presented to your account if the account does not contain sufficient available funds. However, you may be eligible for discretionary overdraft privilege if you: a) meet the requirements outlined below; and b) affirmatively opt-in to the payment of overdrafts against your account.

Requirements for Discretionary Overdraft Privilege

Your consumer account (primarily used for personal and/or household purposes) must be open for at least thirty (30) days and you must maintain your account in good standing. An account in good standing is one in which:

- Any account owner is not in default on any loan or other obligation to NC Community FCU
- Any account owner is not subject to any legal or administrative order or levy; and
- The account has a positive collected balance for at least one business day during each statement period.

Opt-In Requirements

If you would like to be considered for discretionary overdraft privilege, please complete the following:

- Review the "What You Need to Know about Overdrafts and Overdraft Fees" document provided by NC Community FCU
- If interested, make an election for the types of transactions you would like NC Community FCU to pay from your account. Your choices are –
 - Only ACH, Recurring Debit Bill Pay and Check Transactions; or
 - All Transactions – ACH, Recurring Debit Bill Pay, Check, Debit Card and ATM Transactions
- Communicate your opt-in election to the credit union at –
 - 919-734-8224 x. 5086
 - www.nccfcu.org/personal/overdraft
 - Complete the election form contained within the "What You Need to Know about Overdrafts and Overdraft Fees" document and return to the credit union at NCCFCU, 2401 E Ash St. Goldsboro, NC 27534

NOTE: Your eligibility for the payment of ACH, recurring debit bill pay and check transactions is NOT conditioned upon your election for the payment of ATM/debit card transactions.

Terms and Conditions

When you affirmatively opt-in, NC Community FCU will have discretion to pay overdrafts of up to a \$500 maximum negative account balance. This \$500 maximum negative account balance is inclusive of both items presented to your account and paid, as well as our standard overdraft fee of \$35.00 per item paid. You may be charged a maximum of 5 overdraft fees per calendar day. It is possible that your account may be overdrawn by more than \$500 as a result of the assessment of this per item overdraft fee. Transactions will be processed in the order in which they are presented and this processing order may impact the total amount of fees incurred by you in connection with this service.

Overdraft privilege is not a line of credit. When you opt-in, NC Community FCU will have the discretion to pay overdrafts within the limits identified above; however, overdraft privilege is a discretionary courtesy and not a right of the accountholder or an obligation of NC Community FCU. NC Community FCU is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by North Carolina Community FCU of any overdraft item does not obligate North Carolina Community FCU to pay any other overdraft item, or to provide prior notice of its decision to refuse to pay such overdraft item.

. Any overdraft in your account created by your use of this discretionary overdraft privilege 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 Membership and Deposit Account Agreement.

NC Community FCU, in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.