OVERDRAFT POLICY

We understand that unexpected overdrafts occur from time to time. We offer a variety of Overdraft Protection Plans that can help. The choice is yours. Consider these ways to cover overdrafts.

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<td>Checks, ACH Automated Debit, Bill Pay, ATM Transactions, Online and Mobile Banking Transfer, Debit Card Transactions of Any Type</td>
<td>$0 Per transfer, plus interest accrued on any associated line of credit. Transfers are subject to remaining available line of credit and/or funds available in transferring account. Non-line of credit accounts are subject to Regulation D limitations of 6 transfers per month from savings deposit and money market accounts. Line of credit accounts are not subject to the 6 transfers per month limitation.</td>
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1 You must meet the eligibility requirements. (See below)
2 Call us at 877-325-2848 or stop by a branch to sign up or apply for these services.
3 Subject to credit approval.
4 This service is automatically included on your account when you open any of these accounts.
5 As detailed in this agreement, we will not pay one-time (non-recurring) debit card transactions resulting in an overdraft on your consumer checking account unless you have opted in to Debit Card Courtesy Pay. If you do so, you will be charged a fee for each overdraft we pay resulting from a one-time debit card transaction. We may pay recurring debit card transactions resulting in an overdraft on your consumer checking account regardless of whether you have opted in to Debit Card Courtesy Pay. If you have not opted in to Debit Card Courtesy Pay, you will not be charged a fee for each overdraft we pay resulting from a recurring debit card transaction. If, however, you have opted in to Debit Card Courtesy pay, you will be charged a fee for each overdraft we pay resulting from a recurring debit card transaction.
Courtesy Pay and Debit Card Courtesy Pay programs allow you to overlook your consumer checking account up to a disclosed limit for a fee in order for us to pay a transaction. Even if you have the Overdraft Transfer Plan, the Courtesy Pay or Debit Card Courtesy Pay programs are still available as secondary coverage if the other protection is exhausted. Standard coverage in the amount of $750 is available for all consumer checking accounts. Silver Merit Members have coverage in the amount of $1000, Gold Merit Members have coverage in the amount of $1500. Silver and Gold Merit Members privileges change on a monthly basis based upon your existing balances. As a result, your overdraft coverage may change should your Member Merit benefits change. Unless otherwise stated in this Agreement your Courtesy Pay limit will not fall below $750, unless revoked. The maximum coverage amounts described above apply cumulatively to Courtesy Pay and Debit Card Courtesy Pay plans. There is not a separate maximum coverage amount for each plan. When you are charged a fee for the payment of an overdraft, as described below, that fee is subtracted from your coverage limit in addition to the amount of the transaction resulting in the overdraft.

The Overdraft Transfer Plan described above may help prevent overdrafts by automatically transferring funds to your consumer checking account from another checking, savings, or money market account or a line of credit you have at the Credit Union. Please note that any line of credit are subject to credit approval. These services may cost less than the Courtesy Pay or Debit Card Courtesy Pay.

Additional information about overdraft protection follows:

a. Overdraft Eligibility Requirements

Courtesy Pay, Debit Card Courtesy Pay, and Overdraft Transfer Plan programs are available on consumer checking accounts opened at least 30 days and in good standing. To be in good standing requires at a minimum:
- You are not in defaul on any loan or obligation to the Credit Union, and do not have any loan or other obligation to the Credit Union that the Credit Union may consider to be abused or a loss;  
- You do not have any other loan or other obligation to the Credit Union that is delinquent by more than 15 days;  
- Your accounts with us are not subject to any legal or administrative order, garnishments or liens;  
- You are not excessive with overdrafts on this or any other account you have with us;  
- Your consumer checking account has been open for at least 30 days;  
- Your consumer checking account has not had a negative balance for more than 10 consecutive days;  
- No restrictive flags have been placed on your consumer checking account;  
- Your consumer checking account has incurred no more than 8 returned insufficient funds/uncollected funds (NSF/UCF) check or ACH items in any calendar month;  
- Your consumer checking account has incurred no more than 20 paid NSF/UCF check, ACH, or Debit Card transactions in any calendar month.

Please see your Personal Service Counselor for more details.

b. Payment of Overdrafts

(1) If, on any day, the available balance in your consumer checking account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee that is posted to your account, we may return the item or pay it, in accordance with our overdraft policy. Our determination of an insufficient available account balance may be made at any time between presentation and our midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available funds in order to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the item.

(2) Our Courtesy Pay program and Overdraft Transfer Plan allows us to authorize payment for the following types of transactions regardless of whether your consumer checking account has sufficient funds:

(a) checks and other transactions made using your consumer checking account, except as otherwise described below;  
(b) automatic bill payments;  
(c) ACH Debit transactions;  
(d) online and mobile banking (Overdraft Transfer Plan Only);  
(e) ATM Transactions (Overdraft Transfer Plan Only); and  
(f) debit card transactions of any type (Overdraft Transfer Plan Only)

If you have established an Overdraft Transfer Plan service linking your consumer checking account with other individual or joint accounts, you authorize us to transfer funds from other accounts of yours to cover an insufficient item, including transfers from a deposit account, a line of credit, or other accounts you so designate. Service fees, interest and other charges for these transactions are described herein and also shown in the Truth in Savings Disclosure and Service Charge and Fee Schedule. We reserve the right not to transfer funds from another account or draw on your line of credit even if we have done so in the past. If the transfer of funds from a linked account would result in a zero or negative balance in such linked account or would result in an overdraft in such linked account, we may not transfer funds to your consumer checking account. If your line of credit has reached its maximum limit, we will not exceed the limit on the line. We reserve the right to terminate this Overdraft Transfer Plan at our discretion.

(3) You agree that we may apply funds deposited to your account(s) to your outstanding overdrafts and fees, regardless of the source, which specifically includes directly deposited government entitlements or benefits such as social security deposits.

(4) Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficient of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice to you. You should note the Courtesy Pay is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice. With Courtesy Pay, 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 pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us, or if you do not have such protection with us, in accordance with any overdraft payment policy we have. Courtesy Pay, Debit Card Courtesy Pay and Overdraft Transfer Plans may be suspended until your account is brought back in good standing.

c. Special Consent Required for One-Time Debit Card Transactions

For Debit Card Courtesy Pay coverage on one-time (non-recurring) Debit Card transactions, you must affirmatively consent to such coverage. Your consent is also required for Courtesy Pay coverage for overdrafts occurring at ATMs when such overdrafts are caused by use of your debit card. To consent to such coverage, you can complete the consent document entitled “Regarding Your Checking Account and Courtesy Pay Protection.” Without your express consent we may not authorize and pay any one-time Debit Card transactions that result in insufficient funds in your consumer checking account pursuant to the Courtesy Pay Program. If you desire this service for more than one account number, you will need to provide us with a separate consent for each additional account number.

Giving us your consent to pay one-time Debit Card overdrafts on your consumer checking account may result in your incurring overdraft fees for transactions that we would otherwise be required to pay without assessing an overdraft fee. However, this would allow us to authorize transactions up to
the amount of your overdraft courtesy pay limit. If you do not consent to Debit Card Courtesy Pay, we may still pay recurring Debit Card transactions resulting in overdrafts, but you will not be charged a fee if we pay these transactions.

d. Charges and Fees

Our current service charge is $29 for each overdraft. You may incur multiple returned fees for the same presented check, draft, or item.

If you are enrolled in the Overdraft Transfer Plan and have linked your consumer checking account with other individual or joint accounts, you will not be charged a fee per overdraft, subject to available line of credit and/or funds available in a linked account and subject to Regulation D limitations of 6 transfers per month from savings deposits and money market accounts. If your consumer checking account is linked to a line of credit, you will be charged interest on the line of credit in accordance with the terms of your credit line account agreement. If funds are not available in your linked account(s), you will be charged an overdraft fee of $29 per item.

If you affirmatively consent for Debit Card Courtesy Pay you will be charged $29 for each overdraft resulting from both one-time Debit Card transaction and recurring Debit Card transactions.

e. Limits on Overdrafts

For consumer checking accounts there is a limit of twenty (20) cumulative Courtesy Pay and Debit Card Courtesy Pay overdrafts per month. Transactions exceeding this limit will be returned unpaid or declined. A returned item fee of $29 may apply.

An Overdraft Transfer Plan linked to another account or a line of credit may be a less expensive option than the Courtesy Pay program. Good account management is the best way to avoid overdrafts. Use our MobileAccess+, Online Access, and Account Access by Phone to keep track of your balance. For additional financial education resources, please visit www.mymoney.gov.

f. Order of Payment

Checks, drafts, transactions, and other items may not be processed in the order that you make them. We will pay a check, draft, or item, and execute other transactions on your consumer checking account in the order received. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your consumer checking account.

g. Our General Rules on How Transactions Are Posted to Your Account

As noted above, checks and transactions may not be processed in the order that you make them. Below is a general guideline on how we process transactions to your consumer checking account. You should read this disclosure carefully. If you have questions, please call us at 877-325-2848 or visit any branch.

Checks - Each business day we receive a file of checks for your accounts from our service provider. The file is posted in the evening of the same day. Checks are posted in the order that they are received in the file. Check deposits are posted as they are received and are subject to the Credit Union’s Funds Availability Policy.

ACH - We download ACH files from the Federal Reserve Bank at certain points during each business day. Each business day morning we post ACH credits and debits dated for that day. Credits post first, then debits. By 5pm Central Time each business day, another ACH posting runs to post any “Same day” ACH items for the current day; again, credits post first then debits. Each business day evening any ACH credits that are pending for the next business day are posted.

Debit PIN/Point of Sale (POS) Debit Card Transactions - Debit PIN or POS transactions are transactions where you use your Debit Card and enter a PIN number at the time of sale. PIN based transactions post in real time, when the card is swiped (or when you submit your PIN as part of an online purchase transaction) and the transaction authorized, the posting occurs almost immediately after authorization and funds are immediately withdrawn from your account.

Debit Signature Transaction - Debit Signature Transactions are transactions where you make a purchase with your Debit Card but instead of using a PIN, you are asked to sign or authorize that transaction. Each transaction is authorized when the card is swiped (or when you submit your debit card number as part of an online purchase transaction) and an authorization hold is placed on your account for the amount of the purchase. The duration of the hold is 3 days. During this hold period we will receive from the network the transaction and your account is debited for the amount of the transaction. The authorization hold is dropped when the final transaction posts to your account.

ATM Transactions - Cash withdrawals made at an ATM are processed immediately. Deposits made at an ATM are processed on the next business day. ATM deposits are subject to the Credit Union’s Funds Availability Policy.

h. Your Consumer Checking Account Balance

Your consumer checking account has two kinds of balances: the “actual” balance and the “available” balance. Both can be checked when you review your account online, by calling the Credit Union, or by visiting a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time.

Your actual balance is the amount of money that is actually in your account at any given time based on transactions that have “posted” to your account. The “actual” balance does not include transactions that have been authorized and are pending. The “actual” balance does not reflect any holds that have been placed on your account, and does not reflect the amount in your account that is available to pay items presented against the account. Any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not affect your actual balance. For example, if you have a $50.00 actual balance, but you just wrote a check for $40.00 that has not yet been paid, then your actual balance is $50.00 but it does not reflect a deduction for the check that has not yet been paid.

Your available balance is the amount of money in your account that is available to pay items presented against the account without incurring an overdraft or non-sufficient funds fee. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds for other reasons, and holds for pending transactions (such as pending Debit Card purchases) that we authorized but that have not yet posted to your account. For example, assume you have an actual balance of $50 and an available balance of $50. If you were to use your Debit Card at a restaurant to buy lunch for $20 (without a tip), then that merchant could ask us to pre-authorize the payment. In that case, we will put a “hold” on our account for $20. Your actual balance would still be $50.00 because this transaction has not yet posted, but your available balance would be $30 because we have been notified that there will be a $20 charge to the restaurant. When the restaurant submits its charge for payment (which could be a few days later and then include a tip), we will post the transaction to your account and your actual balance will be reduced by the amount of the charge to the restaurant ($20 plus any tip). The $20 hold will be released around the same time, but not necessarily at exactly the same time.

Your available balance is used to determine when there are insufficient funds to pay an item presented for payment from your consumer checking account.
An overdraft occurs when you do not have enough in your consumer checking account to cover a transaction, and we pay the transaction anyway. If your available balance is not sufficient to cover a transaction, we may pay the item and charge you an overdraft fee, as explained in our Membership and Account Agreement and the Overdraft Policy. It is important that you understand that a transaction could still result in an overdraft even if your available balance appears sufficient for the transaction at the time you make it. This is because your available balance as it appears at a particular moment may not reflect transactions that you have authorized but that have not yet been paid. If, at the time a transaction is posted, your available balance is not sufficient to cover the transaction, the transaction will result in an overdraft regardless of whether your available balance appeared sufficient at the time you made the transaction.

Your available balance may not reflect all your outstanding checks, bill payments, or other transactions that you have authorized but have not yet been paid (or pre-authorized) from the account. In the example above, the outstanding check will not reduce your actual balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your Debit Card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time Debit Card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of Debit Card transactions), we must release the authorization hold on the transaction. The available balance would not be reduced by the amount of this transaction from the time the hold has been released until the transaction has been received by us and paid from your account.

The best way to avoid overdraft is to record and track all of your transactions at close of each day.

i. Dishonoring and Return Checks

Should we dishonor and return a check, draft or item drawn on an account with insufficient funds, your consumer checking account will be charged a fee for the dishonored and returned check, draft or item as stated in the Truth-In-Savings and Service Charge and Fee Schedule disclosures. You also understand and agree that we are not liable if we refused to pay a check, draft or item drawn on your consumer checking account and return it when non-payment occurs as a result of our charging your account for any obligation you owe us. Finally, we are repeatedly presented with checks, drafts, items or transfers drawn on your consumer checking account for insufficient funds, we may consider that account abuse and may close your account under this Agreement.

j. Opting out of Courtesy Pay, Debit Card Courtesy Pay or Overdraft Transfer Plan

You can opt out of the Courtesy Pay, Debit Card Courtesy Pay or Overdraft Transfer Plan for any consumer checking account at any time by calling 877-325-2848, e-mailing us, or visiting a branch. If you cancel or opt out of your Overdraft Transfer Plan and you have linked your consumer checking account to a line of credit, you are still obligated to repay any obligation under your line of credit. Opt out may take up to three (3) business days to become effective. If you have both Courtesy Pay and Debit Card Courtesy Pay and elect to opt out of Courtesy Pay, you will automatically lose Debit Card Courtesy Pay coverage. For Courtesy Pay, if you opt out, you can choose to “opt back in,” but we require a minimum of 30 days to elapse between the time you opt out and the time you may opt back in. For Debit Card Courtesy Pay, if you opt out, you may “opt back in” at any time.

k. Questions

If you have questions about Courtesy Pay, Debit Card Courtesy Pay or Overdraft Transfer Plan programs, contact us at 877-325-2848 or stop by any branch.