



PO BOX 477 NORTH HAVEN, CONNECTICUT 06473  
203.603.5700 1.800.CR.UNION  
WWW.CONNEXCU.ORG

## DISCRETIONARY COURTESY PAY OVERDRAFT SERVICE DISCLOSURE

It is the policy of Connex Credit Union to comply with applicable law and to conduct business in accordance with applicable safety and soundness standards.

The Membership and Account Agreement and related disclosures and agreements (including the Schedule of Fees and Charges) (collectively referred to in this Discretionary Courtesy Pay Overdraft Service Disclosure as the "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 Connex Credit Union with regard to your checking account. The Account Agreement (and all amendments thereto) shall control any possible conflict, if any, between any provision of this Discretionary Courtesy Pay Overdraft Service Disclosure and the Account Agreement. A copy of the Account Agreement is available to you on request from your Connex Credit Union officer.

The Courtesy Pay Overdraft Service is not a line of credit. However, if you inadvertently overdraw your checking account, we will have the discretion to pay the overdraft. Connex Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Connex Credit Union of an overdraft check (or item, such as an ATM withdrawal) does not obligate Connex Credit Union to pay any other overdraft check (or item), or to provide notice of its decision to refuse to pay such check (or item).

Pursuant to Connex Credit Union's commitment to always provide you with the best level of service, now and in the future, if your consumer checking account (primarily used for personal and household purposes) has been open for at least thirty (30) days, or if your commercial checking account has been open for at least thirty (30) days, and thereafter you maintain your account in good standing, which includes at least:

- a) Bring your checking account to a positive balance within every thirty (30) day period for a minimum period of 24 hours;
- b) Not being in default on any loan or other obligation to Connex Credit Union and
- c) Not being subject to any legal or administrative order or levy,

Connex Credit Union's Courtesy Pay Overdraft Service, is a discretionary service and not a right of the member or an obligation of the credit union to cover any items then the account does not contain sufficient collected and/or available funds. Connex Credit union in its sole and absolute discretion can cease paying overdrafts at any time and without notice and for any or no reason or cause.

The total of the discretionary Courtesy Pay Overdraft Service (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 Account Agreement. Subject to applicable law and to the next paragraph, our standard Overdraft fee of \$35 will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means. 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.

For consumer checking accounts, Connex Credit Union will not pay overdrafts for ATM or everyday debit card transactions unless Connex Credit Union has provided you with the notice required by 12 CFR Section 1005.17(b) of Regulation E and you have opted in to the payment of these overdrafts. (Connex Credit Union will also not pay overdrafts for ATM or everyday debit card transactions for commercial checking account holders that choose to opt out of Courtesy Pay Overdraft Service.) To avoid unauthorized overdrafts due to ATM and everyday debit card transactions, Connex Credit Union will place a hold on a checking account (consumer and commercial) 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 checking account holders may opt out of the Courtesy Pay Overdraft Service for future check, ACH, and recurring debit card bill payment transactions at any time by contacting one of our Member Service Representatives/Financial Needs Specialists.