

FIVEPOINT CREDIT UNION  
Discretionary Courtesy Pay Policy  
Consumer and Business Accounts

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

The Membership Agreement and Disclosures (“Membership Agreement”) and the Business Membership and Account Agreement (“Business Membership Agreement”) provided to you at the time of membership, as applicable and as amended from time to time, shall control any conflict between any provision of the Membership Agreement or the Business Membership Agreement and this Discretionary Courtesy Pay Policy. The Membership Agreement and the Business Membership Agreement are available online at [www.5pointcu.org](http://www.5pointcu.org) or at any store.

An overdraft occurs when you do not have enough available funds in your account to pay a transaction presented for payment, whether the transaction is made by check, electronic Automated Clearing House (ACH), ATM or debit card, online bill payment, in-person, or other means. If this occurs, and if no other form of overdraft protection is available to pay the transaction, rather than returning the payment to the payee for insufficient funds and charging an NSF fee, our discretionary Courtesy Pay service may provide eligible members in good standing with the privilege to have the transaction paid and charged to their checking or other payment account. A member, if an individual, must be at least 18 years old to qualify for this service. Eligible members must additionally have a qualifying checking or other payment account open for at least 60 days and maintain their accounts in good standing as determined by FivePoint Credit Union, which includes without limitation:

- Depositing an amount greater than or equal to the amount of discretionary Courtesy Pay extended to you in your account within 30 days of an overdraft and bringing your account balance to a positive balance within such 30-day period.
- Not being in default on any loan or other obligation owed to FivePoint Credit Union.
- Not being subject to any legal or administrative order or levy.

Upon qualification, this service will automatically be extended to you for check, ACH, online bill payment, recurring debit card, and in-person transactions. If you would like the service to apply to your ATM and everyday (one-time) debit card transactions, you must affirmatively opt-in by completing our opt-in form. Some types of checking accounts may be ineligible for the Courtesy Pay service.

**Opt-Out:** If you wish to opt out of any Overdraft Protection service we offer, you may do so at any time by notifying us in writing, by phone, or in-person at one of our stores.

An Overdraft fee of \$30 will apply for each transaction paid using the Courtesy Pay service. There is no limit to the number of overdrafts and Overdraft fees you may incur each day, so you must take care to carefully manage your account to avoid fees. We offer additional types of overdraft protection services, such as Overdraft Protection plans that transfer available funds from your savings account, or line of credit account of yours to pay overdrafts and are less expensive than the Courtesy Pay service. Please contact us to learn more about these options.

The Courtesy Pay service is not a line of credit and is not guaranteed. You should always manage your accounts responsibly and never depend on the service to pay your transactions. However, if you should occasionally and inadvertently overdraw your account and if you qualify, we will strive to pay your

reasonable overdrafts, subject to your Courtesy Pay limit and the Overdraft fee. The Courtesy Pay limit for the Absolutely Free Checking, Plus Checking, Rewards Checking, and Fifty Plus Checking accounts is \$500 and for Business Checking accounts is \$1,500. Overdraft fees, when incurred, will be included in a member's Courtesy Pay limit.

Please be aware that transactions may be processed in any order we choose, but are generally processed in random order as they are received. In any event, the order in which we process your transactions may be different from the order in which they occurred, and this can affect the total amount of Overdraft fees you may incur. If multiple checks, items, or other payment orders (collectively, "items") are paid with the Courtesy Pay service in one day, multiple fees will be incurred. The order in which we pay items may cause your larger items (such as your rent or mortgage payment) not to be paid first, but this process may reduce the amount of Overdraft Protection Automatic Transfer and/or Overdraft fees you have to pay if sufficient funds are not available. **To avoid fees, you must take care to keep track of all of your transactions and ensure you have sufficient funds available in your checking or other applicable account when the transactions are presented to us.**

FivePoint Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Please refer to the Membership Agreement or the Business Membership Agreement for information about the available funds balance and how it can affect overdrafts. Any discretionary payment (or other negotiation or processing) by FivePoint Credit Union of any non-sufficient funds check or other item does not obligate or create an agreement or course of dealing for FivePoint Credit Union to pay any additional non-sufficient funds check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient funds check or item.

The total of the discretionary Courtesy Pay balance, including Overdraft fees, is due and payable upon demand and in no event more than 30 days after we have paid each overdraft. The member and each joint owner will continue to be liable, jointly and severally, for all such amounts, as described in the Membership Agreement or the Business Membership Agreement. In addition, should a member's account remain overdrawn past the 30-day period, we may suspend or terminate the member's Courtesy Pay service, and the member and any joint owners will be responsible for any collection fees incurred. Once again, while FivePoint Credit Union will have the non-contractual discretion to pay overdrafts on accounts in good standing (as described above) in accordance with this policy, any such payment is a discretionary courtesy, and not a right of the account holder or an obligation of FivePoint Credit Union. FivePoint Credit Union, in its sole and absolute discretion, may cease paying overdrafts or offering this service at any time without prior notice of reason or cause.

We want you to understand how our Courtesy Pay and other overdraft protection services work so that you can manage your account effectively and avoid overdraft fees. Please refer to the Membership Agreement or Business Membership Agreement for additional information about our overdraft services. If you do not understand the services or if you are having trouble managing overdrafts on your account, please contact us for assistance.

800.825.8829  
[www.5pointcu.org](http://www.5pointcu.org)