

Elevations Credit Union Discretionary Courtesy Pay Disclosure

It is the policy of Elevations Credit Union 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 Elevations Credit Union 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 Courtesy Pay Disclosure and the Membership and Account Agreement. A copy of the Membership and Account Agreement is available at elevationscu.com/disclosures.

Courtesy Pay is not a line of credit. However, if you inadvertently overdraw your checking account, we will have the discretion to pay the overdraft(s), subject to the limit of your then-existing Courtesy Pay limit and the amount of the applicable overdraft fee(s). Elevations Credit Union is not obligated to pay any item presented for payment if your checking account does not contain sufficient available funds. Any discretionary payment by Elevations Credit Union of an overdraft check (or other item, such as debit card purchase) does not obligate Elevations Credit Union 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 Elevations Credit Union's commitment to always provide you with the best level of service, now and in the future, if you maintain your account in good standing, which includes at least:

- a. Bringing your account to a positive balance within every thirty-five day period for a minimum period of 1 business day;
- b. Not being in default on any loan or other obligation to Elevations Credit Union; and
- c. Not being subject to any legal or administrative order or levy,

Elevations Credit Union will have the discretion to pay overdrafts within the Courtesy Pay limits, but payment by Elevations Credit Union is a discretionary courtesy and not a right of the member or an obligation of Elevations Credit Union. A Courtesy Pay limit of \$1,000 will be given at checking account opening to eligible consumers. This privilege for consumer checking accounts will generally be limited to a maximum of \$1,000 (negative) balance. A Courtesy Pay Limit up to \$3,000 will be available on select checking accounts. Of course any and all fees and charges, including without limitation, the non-sufficient funds fees (as set forth in our fee schedules and membership and Account agreement), will be included as part of this maximum amount. It may be possible that your checking account will become overdrawn in excess of the Courtesy Pay limit as a result of the assessment of a fee.

The total of the discretionary Courtesy Pay (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 Membership and Account Agreement. Our standard Courtesy Pay fees set forth in our Fee Schedule will be imposed for overdrafts created by checks, ACH, everyday debit card transactions (including but not limited to authorization holds for pending debit card transactions), or by other electronic means.

PLEASE NOTE that Elevations Credit Union shall have the right to cease paying overdrafts in its sole discretion, at any time, without prior notice of reason or cause. If you do not maintain your account in good standing, the Courtesy Pay limit may be removed.

Elevations Credit Union will not pay overdrafts for everyday debit card transactions unless you have **opted in** to the payment of these overdrafts. **WHY THIS IS IMPORTANT TO YOU:** IF THERE ARE INSUFFICIENT AVAILABLE FUNDS IN YOUR ACCOUNT, DEBIT CARD TRANSACTIONS WILL BE DECLINED AT TIME OF USE. However, if you OPT IN for payment of these items we will have the discretion to pay the overdraft(s), subject to your then-existing overdraft limit, and applicable overdraft fee(s) as outlined in the Fee Schedule will apply. Please note that items are paid from the **"available funds"** in your account. The actual balance in your account may be higher than the available balance, because a portion of the funds on deposit in your account may not be available due to debits authorized by you but not yet cleared your account. Your **"available funds"** are equivalent to your account balance minus funds being held as a result of (i) pending authorizations or transactions, (ii) minimum balance requirements, and/or (iii) check holds (please refer to the Funds Availability disclosure for more information regarding check holds).

Members may discontinue having Courtesy Pay cover future transactions at any time by contacting one of our Member Services Representatives.