

PARTNERS!

FEDERAL CREDIT UNION

PO Box 10000
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800.948.6677
partnersfcu.org

Courtesy Pay Important Information

PLEASE KEEP THIS
BROCHURE FOR
YOUR RECORDS

Effective July 1, 2019



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Please read this information carefully and retain with your personal financial records.

COURTESY PAY

In accordance with our commitment to provide valued service and benefits, we may, at our discretion, pay your overdrafts that would cause your eligible Share Draft (Checking) Account to have a negative balance up to the amount of your Courtesy Pay limit, which is determined by us in our sole and absolute discretion. We refer to this service as our Courtesy Pay Service (hereinafter referred to as "Courtesy Pay"). Courtesy Pay is different than the Overdraft Protection Options we offer. Courtesy Pay is a backup to your existing Overdraft Protection Options and will only be activated if funds are not available from those plans. This Courtesy Pay Important Information Disclosure ("Disclosure") sets forth the terms and conditions applicable to Courtesy Pay. This Disclosure is subject to the terms and conditions of the Truth-in-Savings Agreement and Disclosure provided to you (the "Agreement"). In the event of a conflict between this Disclosure and the Agreement, the terms and conditions of this Disclosure will govern.

As described in further detail in the Agreement, "overdrawing" your account means that there are not sufficient available funds in the account to pay for a transaction. We may, at our discretion, pay a transaction that overdraws your account under our Courtesy Pay Service, as described further in this Disclosure.

LIMITATIONS

Members with temporary housing and employment are not eligible for Courtesy Pay.

ABOUT COURTESY PAY

You are assigned a Courtesy Pay limit when your Checking Account has been open for 90 days if you selected a Basic or Classic Checking Account or 30 days if you selected a Premier Checking Account. Courtesy Pay is not available for Partners Jamz Accounts. In either case your account must be in good standing.

Courtesy Pay allows you to overdraw:

- your Basic Checking Account up to \$500.
- your Classic Checking Account up to \$750.
- your Premier Checking Account up to \$1,000.

An account is in good standing if you make regular deposits to the account, bringing the account to a positive balance at least once every 30 days, and there are not any legal judgments, levies, garnishments, derogatory ChexSystem Records, or other orders outstanding. If your account is not in good standing or if you have created an unpaid loss to the credit union, Courtesy Pay services may be revoked.

The Credit Union does not encourage overdrafts. As always, we encourage you to manage your finances responsibly. **The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.**

The Courtesy Pay limit is in addition to any other Overdraft Protection Options you may be enrolled in. Overdraft Protection Options take precedence over Courtesy Pay.

TRANSACTIONS

Courtesy Pay services are currently available on check (draft), automatic debit, ATM/POS and Debit Card transactions. Your consent or Opt-In (see section below) is required for participation in the Courtesy Pay services applicable to ATM/POS and one-time Debit Card transactions.

FEES

A Courtesy Pay fee will be charged for each transaction as stated in our Schedule of Fees. This means that more than one Courtesy Pay Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through Courtesy Pay. You understand that your Courtesy Pay limit will be reduced by the amount of each overdraft paid by us through Courtesy Pay and the amount of the related Courtesy Pay fee imposed until such amounts are repaid by you as set forth herein at which time we may replenish your Courtesy Pay limit by the amount of the repayment. If we choose not to pay the item/transaction under Courtesy Pay, you are subject to a NSF Fee for each check or ACH item in accordance with our Schedule of Fees each time an item is presented for payment and returned unpaid due to an insufficient available balance. Your periodic statement will itemize Courtesy Pay fees and NSF Fees for each cycle, as well as the year-to-date total of fees.

JOINT ACCOUNTS

If the account is jointly owned, both parties are jointly and severally liable for the repayment of any overdraft item, fees or negative balance.

OPT-IN TO ATM/POS AND DEBIT CARD TRANSACTIONS

As required by law, your consent, or Opt-In form, is required to participate in Courtesy Pay for ATM/POS and one-time Debit Card transactions (all other Courtesy Pay eligibility applied). A copy of the Opt-In form is available on our website, partnersfcu.org, or by contacting the Credit Union at 800.948.6677. You may choose to participate in Courtesy Pay for these transactions at any time by completing the Opt-In form.

OPT-OUT

You may choose not to participate in the Courtesy Pay program at any time by contacting the Credit Union in the manner most convenient for you. You may do so by writing to us at P.O. Box 10000, Lake Buena Vista, FL 32830 or by calling us at this toll-free number 800.948.6677 or by contacting us through Partners Online Banking. After logging in, click the Messages button; select Compose New; in the subject line type Opt-out of Overdraft Pay; click the Send button to launch the message.

OUR RESPONSIBILITIES

The Courtesy Pay Service is a benefit. Any payment made by us under Courtesy Pay will be made on a case-by-case basis, in our sole and absolute discretion. Courtesy Pay does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of the Credit Union. Courtesy Pay is a privilege that the Credit Union provides from time to time and which may be withdrawn or withheld by the Credit Union at any time, without prior notice, reason or cause.

NOTICES

In our sole discretion, we may notify you by mail, or, if you have agreed to receive notices from us in an electronic format, you may be notified electronically, of any nonsufficient funds checks, items or other transactions that have been paid or returned; however, we are not required to so notify you. You also acknowledge and agree that we have no obligation to notify you before we pay or return any check, item or other transaction. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

REPAYING US THE OVERDRAFT BALANCE

The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit sufficient funds to cover the overdraft paid by us and pay the related fees.

RIGHT OF SETOFF

In addition to any other rights that we may have, you agree that any deposits or future deposits in or other credits to any account in which you may now or in the future may have an interest are subject to our right of setoff for any liabilities, obligations or other amounts owed to us by you (e.g. overdrafts and any related fees and charges). Moreover, unless you opt out of Courtesy Pay, you consent and expressly agree that the application of setoff of funds in any account includes the setoff of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by applicable state and federal law. Each person who causes an overdraft, which is paid by us, agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of this Disclosure.

DEFAULT

You will be in default under the terms of this Disclosure if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any other deposit account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend overdraft privileges, terminate Courtesy Pay or close your checking account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys' fees and court costs that we may incur as a result of your default.

TERMINATION; SUSPENSION

We may terminate or suspend Courtesy Pay at any time without prior notice. In no event will any termination relieve you of your obligation to repay any negative account balance, overdraft fees, collection costs and attorneys' fees, if any. We can delay enforcing any of our rights under this Disclosure without losing them.

FREQUENTLY ASKED QUESTIONS REGARDING COURTESY PAY

How does Courtesy Pay work?

If you write a check (or use your Check Card or even make a withdrawal at an ATM), but your account's available balance is insufficient to pay the amount of your transaction, Courtesy Pay may step in to complete the transaction up to your limit. Please keep in mind that you must bring the account to a positive balance every 30 days.

What does this mean to you?

Since Courtesy Pay may complete the transaction for you, it allows you to preserve your good payment record and possibly avoid costly merchant returned check fees or late fees... not to mention saving the embarrassment of "bouncing" a transaction.

What will it cost?

A fee is assessed each time Courtesy Pay is enacted, but there is no fee for maintaining the service on your account. Please refer to your Schedule of Fees for current fee amounts.

How will I know if Courtesy Pay is enacted on my account?

When you complete an Opt-In form for ATM/POS and one-time debit transactions an acknowledgment letter will be mailed to you. Please review it carefully to ensure it accurately reflects your Courtesy Pay choice for these transactions. Contact the Credit Union if any discrepancies are noted. As a courtesy, the Credit Union will mail you a written notice each time Courtesy Pay is enacted.

What transactions is Courtesy Pay available on?

Opt-In Required

- ATM Transactions
- Point-of-Sale (PIN based purchases made with your Partners Check Card)
- Debit (signature based purchases made with your Partners Check Card)

No Opt-In Required

- ACH (automatic payments or deductions taken from your Checking Account)—including Partners Online Banking bill payment
- Personal Checks including those generated by Partners Online Banking bill payment

EXAMPLE OF HOW COURTESY PAY WORKS

Assume you have an available balance of \$600 in your Checking Account and you write a check to your apartment property manager for \$650 to pay your rent.

- **Without Courtesy Pay** your check will “bounce” and be returned to your property manager due to insufficient funds. You will be charged a fee (refer to the Schedule of Fees) by the Credit Union as an insufficient funds fee and you will likely be charged an additional fee of \$25-\$50 by your property manager as a returned check fee. In addition, it is possible that this returned check may cause your rent to be late
- **With Courtesy Pay** your check may not bounce. Courtesy Pay may step in and pay the additional \$50 that your account was short. You will be assessed a fee, but your good payment record with the apartment manager will be preserved and you will save any returned check fees they may charge you.

If you have any questions regarding Courtesy Pay, please feel free to contact us at 800.948.6677.