

Community Financial Credit Union Discretionary Courtesy Pay Policy

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

The **Account Agreement** and **Important Account Information** provided to you at the time you opened your account with us controls the duties, obligations and rights of the Account Holder(s) and Community Financial Credit Union with regard to your checking account. The **Account Agreement** and **Important Account Information** (and all amendments thereto) and their terms shall control any possible conflict between any provision of this Discretionary Courtesy Pay Policy. Copies of the disclosures are available to you on request from any Community Financial team member.

Courtesy Pay is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your Courtesy Pay and the amount of the NSF Fee. Community Financial is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Community Financial of overdraft items (such as checks, ACH payments or signature-based MasterCard Debit Card transactions) does not obligate Community Financial to pay any other overdraft item or to provide prior notice of its decision to refuse to pay such item.

We have the discretion to pay overdrafts within the Courtesy Pay limits when your consumer account (primarily used for personal and household purposes) or business account has been open for at least thirty (30) days and you maintain your account in good standing. This includes not being in default on any loan or other obligation to Community Financial.

Payment by Community Financial is a discretionary courtesy and not a right of the member or an obligation of Community Financial. This privilege will generally be limited to a maximum of \$1,000.00 overdraft (negative) balance. Any and all fees and charges including, without limitation, the non-sufficient funds fees (as set forth in our fee schedules and deposit account agreement), will be included as part of this maximum amount.

The total of the discretionary Courtesy Pay (negative) balance, including any and all fees and charges, including all non-sufficient funds/overdraft fees is due and payable upon demand, and Depositor and each Account Holder will continue to be liable, jointly and severally, for all such amounts, with a maximum repayment period of 30 days.

Again, while Community Financial will have the discretion to pay overdrafts on accounts in good standing, any such payment is a discretionary courtesy, and not a right of the member or an obligation of Community Financial and Community Financial in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.



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