

Overdraft Privilege Policy

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

The Deposit Account Agreement and Disclosure 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 Solidarity Community FCU with regard to your account. The Deposit Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provisions of this Discretionary Overdraft Privilege Policy and the Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from your Solidarity Community FCU representative.

Overdraft privilege 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 overdraft privilege and the amount of the overdraft fee. Solidarity Community FCU is not obligated to pay any item presented for payment, if your account does not contain sufficient available funds, and any discretionary payment (or other negotiation or processing) by Solidarity Community FCU of any non-sufficient funds check or draft (or other item) does not obligate Solidarity Community FCU 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.

Pursuant to Solidarity Community FCU's commitment to always provide you with the best level of member service, now and in the future, if your account has been open for at least sixty (60) days and thereafter you maintain your account in good standing, which includes at least:

- A. Bringing your account balance 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 Solidarity Community FCU and;
- C. Not being subject to any legal or administrative order or levy.

Solidarity Community FCU will have the discretion to pay overdrafts within the overdraft privilege limits, but payment by Solidarity Community FCU is a discretionary courtesy and not a right or obligation. This privilege for checking accounts will generally be limited to a maximum \$200, \$500 or \$700. Of course, 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 and disclosure), will be included as part of this maximum amount.

The total of the discretionary overdraft privilege (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 Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Agreement and Disclosure with a maximum repayment period of 30 days.

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