

## **Disclosure Statement to Business Account Owners** **Business *Courtesy* Pay Overdraft Policy**

RadiFi Federal Credit Union's Business Courtesy Overdraft Pay is a service offered to our Business member/owners with checking accounts in good standing, at no additional cost, in order to assist them with their short-term payment needs and to provide them with a more advantageous, convenient and less expensive alternative to check cashing and pay day loan establishments. This program also provides a measure of protection for members against mistakes made in maintaining their check registers and who may otherwise inadvertently bounce a check written to a merchant and incur additional merchant fees.

It is the policy of RadiFi Credit Union to comply with applicable laws and regulations, and to conduct business in a safe and sound matter.

Insufficient balances may result from: A) Check payments, electronic funds transfer, or withdrawal requests; B) Payments authorized by the business owner; C) Unpaid return of items deposited by the accountholder; D) The imposition of applicable service charges or fees; and E) The deposit of items which according to the Credit Union's Funds Availability Policy, are treated as not yet "available."

Generally, it will be our practice to transfer funds from your previously designated overdraft protection accounts, usually your primary savings. An overdraft transfer fee will apply.

We are not obligated to pay any item presented for payment if the accounts do not contain sufficient collected funds. However, rather than automatically returning unpaid any non-sufficient funds (NSF) items that you may have, the Credit Union may, at the credit union's sole discretion, pay reasonable overdrafts as a non-contractual courtesy. This discretionary courtesy pay service will be limited to a \$500 overdraft balance. This limit may not include our Non-Sufficient Funds and/or Overdraft Courtesy Pay charges. Also, this discretionary courtesy pay services does not apply to items presented for payment to a teller or being verified by a merchant.

In order to be considered for this discretionary overdraft service, your checking account must A) have monthly deposits of at least \$950 per month; B) have been active for at least sixty (60) days; C) be brought to a positive balance at least once every twenty-five (25) days; D) no account holder can be delinquent on any loan obligation to the credit union; and E) not be subject to any legal or administrative order or levy.

We may refuse to pay an overdraft at any time, even though we may have previously paid the overdrafts. The accountholder will be notified by mail of any non-sufficient funds items paid or returned that the account may have. However, we have no obligation to notify the accountholder before we pay or return an item. The amounts of any overdrafts, plus any charges that the accountholder owes us are due and payable on demand. If we pay an overdraft on an account with more than one (1) owner on the signature card, each owner, and/or agent where applicable, drawing/presenting the item, thereby creating the overdraft, are jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Overdraft Courtesy Pay charges.

Limitations: This feature is available to eligible business checking accounts (excluding Money Market accounts). Additionally, we reserve the right to not approve any overdrafts against any account until we can verify that the account is being maintained in good standing.

Account Fees: Whether we pay or return a non-sufficient Funds item, a per-item fee will be charged to your account as a Non-Sufficient Funds or Overdraft Courtesy Pay charge, as set forth in our Business Rate & Fee Schedule.

Overdraft Courtesy Disclaimer: RadiFi Credit Union's Business Overdraft Courtesy Pay is a non-contractual courtesy and is discretionary. It is not an obligation of the credit union and the credit union may refuse to provide the courtesy on any personal checking account at any time and from time to time. The accountholder does not have a contractual right to Overdraft Courtesy and the courtesy payment is not guaranteed by the Overdraft Courtesy Pay.