

Achieve Financial Credit Union
Discretionary Overdraft Privilege Disclosure

It is the policy of Achieve Financial 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 Achieve Financial Credit Union with regard to your 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 Overdraft Privilege Disclosure and the Membership and Account Agreement. A copy of the Membership and Account Agreement is available to you on request from Achieve Financial Credit Union.

Overdraft Privilege is not a line of credit. However, if you overdraw your account by check, ACH, or recurring debit card transaction, we will normally pay the overdraft, subject to the limit of your Overdraft Privilege and the amount of the overdraft fee. In addition, you may **opt-in** at any time during your Overdraft Privilege eligibility for coverage of your one-time debit card transactions. Achieve Financial Credit Union 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 Achieve Financial Credit Union of any non-sufficient fund check (or other item) does not obligate Achieve Financial Credit Union to pay any additional non-sufficient fund check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient fund check or item. You may opt-out of this service at any time by requesting this in person, by phone or by emailing us.

Pursuant to Achieve Financial Credit Union's commitment to always provide you with the best level of account holder 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) Depositing an amount equal to the amount of discretionary overdraft privilege extended to you or more in your account within each thirty (30) day period and bringing your account balance to a positive balance with every thirty (30) day period;
- B) Not being in default on any loan or other obligation to Achieve Financial Credit Union; and
- C) Not being subject to any legal or administrative order or levy.

Achieve Financial Credit Union will normally pay overdrafts within the Overdraft Privilege limits, but payment by Achieve Financial Credit Union is a discretionary courtesy and not a right or obligation. This privilege for Checking accounts will generally be limited to a maximum of \$1000 overdraft (negative) balances. 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.

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 Membership and Account Agreement.

Again, while Achieve Financial Credit Union will typically pay overdrafts on accounts in good standing (as described above) payment is a discretionary courtesy, and not a right or obligation and Achieve Financial Credit Union in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.