



Discretionary Overdraft Privilege Disclosure

It is the policy of My Pensacola 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 My Pensacola Credit Union with regard to your share draft account. The Membership and Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between and 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 any My Pensacola Credit Union office.

The 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 process fee. My Pensacola Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment (or other negotiation or processing) by My Pensacola Credit Union of an overdraft check (or item such as ATM withdrawal) does not obligate My Pensacola Credit Union to pay an overdraft check (or item) or to provide prior notice of its decision to refuse to pay such check (or item).

Pursuant to My Pensacola Credit Union's commitment to always provide you with the best level of service, now and in the future, if your consumer account (primarily used for personal and household purposes) 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 with every thirty (30) day period for a minimum period of 24 hours;
- B) Not being in default on any loan or other obligation to My Pensacola Credit Union; and
- C) Not being subject to any legal or administrative order or levy,

My Pensacola Credit Union will have the discretion to pay overdrafts within the Overdraft Privilege limit, but payment by My Pensacola Credit Union is a discretionary courtesy and not a right of the member or an obligation of My Pensacola Credit Union.

This privilege for consumer accounts will generally be limited up to a maximum of \$500 overdraft (negative) balance. Of course, any and all fees and charges, including without limitation the Non-Sufficient funds/Overdraft Processing fees (as set forth in our Schedule of Fees and Membership and Account Agreement), will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the Overdraft Privilege amount as a result of the assessment of a fee.

The total of the discretionary overdraft privilege (negative) balance, which included any and all fees and charges, including all Non-Sufficient funds/Overdraft Processing fees is due and payable upon demand,

A: 108 South Reus Street
Pensacola, Florida 32502
W: MyPensacolaCU.com

P: 850.432.9939
F: 850.435.9767

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. Our standard Overdraft Processing fee of \$29 will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means. Transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred.

For our consumer members, My Pensacola Credit Union will not pay overdrafts for ATM or everyday debit card transactions unless My Pensacola Credit Union has provided you with the notice required by section 205.17(b) of Regulation E and you have opted in to the payment of these overdrafts. In order to avoid overdrafts due to ATM and everyday debit card transactions, My Pensacola Credit Union will place a hold on your account for any ATM or everyday debit card transaction authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two (2) business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules.

Accountholders may opt out of the Overdraft Privilege services for checks, ACH, and debit card bill payment transactions at any time by contacting one of our Member Service Representatives.

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