



## Overdraft Line of Credit Disclosure and Billing Rights

### INTEREST RATE AND INTEREST CHARGES

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|---|--|
| <b>Annual Percentage Rate (APR) for Cash Advances</b> | <b>17.00%</b> APR  |
| <b>Minimum Interest Charge</b>                        | If you are charged interest, the charge will be no less than \$0.00. |
| <b>Paying Interest</b>                                | You will be charged interest from the transaction date.              |

### FEES

|  |                |
|--|----------------|
| <b>Annual Fees</b>                           | <b>None.</b>   |
| <b>Overdraft Line of Credit Transfer Fee</b> | <b>\$2.00</b>  |
| <b>Penalty Fees</b>                          |                |
| <b>Late Payment</b>                          | <b>\$24.00</b> |
| <b>Returned Payment</b>                      | <b>\$32.00</b> |

**How We Will Calculate Your Balance:** We use the method called “Average Daily Balance (including new purchases).” See your disclosure for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your disclosure.

#### OVERDRAFT LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT

Upon approval, the credit union may from time to time make one or more advances to me/us who may pay the balance in full or in part at any time without penalty except that minimum periodic payments are required on each loan account hereunder regardless of any prepayments, as long as any balance exists hereunder.

The credit union reserves the right to amend or terminate this agreement or refuse any request for an advance at any time for any reason not prohibited by law and such action shall not affect my/our obligations.

For value received and to be received, I/we jointly and severally (each shall be agent for the other, and be responsible for the advances to the other, whether with knowledge of same or not) promise to pay to the credit union all sums advanced from time to time on loan accounts under this revolving credit plan plus a FINANCE CHARGE (interest) at the periodic rate of .0465753% per day which corresponds to an ANNUAL PERCENTAGE RATE of 17% based on 365 days in a year. The FINANCE CHARGE is computed on any unpaid principal balance(s) outstanding and is calculated at the time a payment is made; balances change each time new amounts are borrowed or payments are made or credits given.

Minimum payments on each loan account shall be \$5.00 per month for each \$100.00 of outstanding principal balance (rounded down to the nearest \$100.00) calculated after each advance but not less than \$24.00 per month. The minimum payment will be based on the outstanding balance at the end of the prior billing cycle. Minimum monthly payments shall not be reduced even though the principal balance declines as payments are made. Payments shall be due on the last day of each month, except that; 1) when an advance is made on a loan account having a zero balance, the first payment shall

be due on the applicable due date of the month following the advance, and 2) when subsequent advances result in an increase in the minimum monthly payment, such increase shall become effective on the applicable due date of the month in which the advance was made. The FINANCE CHARGE begins to accrue on the date of each advance.

Each payment on a loan amount will first be applied to retire the FINANCE CHARGE then due and the remainder applied to the unpaid principal balance; any unpaid portion of the FINANCE CHARGE will be paid by subsequent payments and not added to principal.

In the event that any savings account is overdrawn, I/we hereby pledge such amount of deposits, whether held individually or jointly, as security for any and all monies advanced under this plan and interest accrued thereon and authorize the credit union, in the case of default, to apply same to payment of said obligation.

In the event that I/we cause my/our checking account to be overdrawn, I/we hereby pledge such amount of deposits, whether held individually or jointly, as security for any and all monies advanced under this plan and interest accrued thereon, and authorize the credit union, in the case of default, to apply the deposits in payment of said obligation.

**Statutory Lien on Your Account:** If you are in default on a financial obligation to us, or fail to satisfy a financial obligation to us, federal law permits us to apply the balance of deposits and dividends in your account(s) at the time of default to satisfy your obligation. Once you are in default, we may exercise this right without further notice to you. If your account is jointly owned, and any of the joint owners is indebted to us, we may use the balance of deposits and dividends in the account to pay the debt of the joint owner. This statutory lien does not apply to IRA's or other tax-deferred retirement accounts.

In the event any payment on any loan hereunder is not made when due, or if an event of default occurs on any security agreement which may be executed in connection herewith, or if any other creditor tries by legal process to take any money of yours in our possession, or if you or your co-applicant(s) have made a misrepresentation or misstatement in obtaining the Line of Credit, or in the event of your death, or if you file bankruptcy or other solvency proceedings, then your overdraft protection, at our option, will be canceled and the entire unpaid balance of all loan accounts under this agreement plus accrued interest shall become immediately due and payable, at the option of the credit union upon compliance with applicable law relating to notice. I/we further agree to pay all usual and customary costs of collection permitted by law, including court costs and attorney fees.

In the event the covenants of the Account Member Agreement are violated, the entire balance of this account shall become due and payable, at the option of the Credit Union.

In connection herewith, I/we jointly and severally waive presentment for payment, demand, protest and notice of protest and dishonor.

The failure of the credit union to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights or any other right available hereunder.

I/we agree that (a) the credit union may retain this agreement to comply with federal and/or state law and (b) in compliance with applicable law, the credit union may change the terms of the plan from time to time upon prior notice mailed to the member's last known address as shown on the records of the credit union.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us (on a separate sheet) at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your debit/credit card bills automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

#### YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we can not try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount in question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questionable amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned

amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you, and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill is correct.

The Electronic Funds Transfer Act requires prompt correction of statement errors regarding overdraft loans as a result of an automated teller machine transaction on your open end loan statement.

If you want to preserve your rights under the Act, here's what you do if you think your statement of account is wrong or if you need more information about an item on your statement.

Write on the statement or other sheet of paper (you may telephone your inquiry, but we reserve the right that you send us your complaint or question in writing within 10 business days) the following:

1. Your name and account number.
2. A description of the error and an explanation (to the extent you can explain) why you believe it is an error. If you only need more information, explain the item you are not sure about and, if you wish, ask for evidence of the transaction. Do not send in your copy of any document unless you have a duplicate copy for your records.
3. The dollar amount of the suspected error.
4. Any other information which you think will help the credit union to identify you or the reason for your complaint or inquiry.

Mail it as soon as you can, but in any case, early enough to reach the credit union within 60 days after we sent the FIRST statement on which the problem appeared.

We will tell you the results of our investigation within ten business days (or 20 business days for new accounts – within 30 calendar days of initial deposit) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (or 90 calendar days for foreign initiated transactions, all transfers resulting from point-of-sale (POS) debit card transactions and new accounts) to investigate your complaint or question. If we decide to do this, we will recredit your account within ten business days (or 20 business days for new accounts) for the amount that you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not recredit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

#### **MILITARY LENDING ACT DISCLOSURE**

Military Lending Act Disclosure: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with the credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charge (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

If you would like an explanation of your payment obligation, please contact a Consumer Loan Officer at: 800-542-7093.