

## Member Privilege® for Share Draft Checking and Automatic Clearing House (ACH) Transactions

Member Privilege® provides qualified members with a special overdraft protection convenience.

It may:

- Provide you with a safety net up to \$700, including our non-sufficient funds (NSF) fee (per item) that may protect you if you overdraw your account.
- Save you the additional charges associated with having a check returned to a merchant or creditor.

Members do not have to sign anything to get this service, and there are no fees aside from the normal NSF fee for each item overdrawn. The limit will not be included in your balance provided by a teller, at the ATM or through Internet Banking or Audio Response Teller (ART).

Please be aware that if you overdraw your checking account due to an ACH transaction or writing a check, your Member Privilege account will be activated for the funds available and you will be charged a \$29.00 fee for each transaction.

If you have available funds in your savings account or LifeLine of Credit (GOAL Line of Credit), a transfer will be made from that account first to cover the overdraft, before your Member Privilege is activated.

AgFed encourages members to manage their finances responsibly; however, the Member Privilege® is designed to offer help when you need it as long as your share draft checking account remains in good standing (defined as making regular deposits and bringing the account to a positive balance whenever it becomes negative).

## **Member Privilege® Overdraft Policy**

An insufficient balance, or uncollected funds, can result from the following transactions: (1) the payment of checks, electronic funds transfers or other withdrawal requests/payments authorized by you; (2) the return of unpaid items deposited by you; (3) credit union service charges; or (4) the deposit of items which, according to AgFed's Funds Availability Policy, are treated as not yet available or finally paid.

The following transactions may access your Member Privilege and may be available for covering overdrafts through a Share Draft transaction or Online and Telephone Banking. The limit will not be included in the available balance. The Credit Union also is not obligated to pay any item presented for payment if your account does not contain sufficient funds.

As long as you maintain your account in "good standing," we may approve your overdraft items within your Member Privilege as a non-contractual courtesy. For overdraft privilege consideration, your account is in "good standing" if you (1) make sufficient deposits to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all credit union fees and charges); (2) avoid excessive overdrafts; (3) there are no legal orders, levies or liens against your account; and (4) and your accounts are not restricted due to charge offs, bankruptcies, delinquent loans or fraud.

In the normal course of business, we generally pay electronic transactions first and then checks in amount order (largest to smallest). We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. Also, please be aware that the order of item payment may create multiple overdraft items during a single banking day for which you will be charged our Member Privilege fee of \$29.00 for each overdraft item paid.

You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft plus AgFed's Member Privilege fee of \$29.00 per item will be deducted from the overdraft limit.

We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you. For example, we typically do not pay overdraft items if your account is not in good standing as defined above, or if based upon our review of your account management, we determine that you have too many overdrafts or are using Member Privilege as a regular line of credit. You will be charged a Returned Item Insufficient Funds fee of \$29.00 for each item returned.

You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft including our Member Privilege fee of \$29.00 and/or a Returned Item Insufficient Funds of \$29.00 that you owe us shall be due and payable upon demand, but if no demand is made, no later than 30 calendar days after the creation of the overdraft. If there is an overdraft on an account with more than one owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for all overdrafts inclusive of fees.

Member Privilege should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you to keep track of your account balance by entering all items in your check register, reconcile your check book regularly, and manage your finances responsibly. If you would like to have this service removed from your account, please call (800) 368-3552.

**LIMITATIONS:** Member Privilege is a non-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal or household use. AgFed reserves the right to limit participation to one account per household and to suspend, revoke, or discontinue this service without prior notice.