

Red Rocks Credit Union
Discretionary Overdraft Privilege Disclosure for Checking Accounts Addendum

It is the policy of Red Rocks Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. The Deposit 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 Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you upon request or by visiting: <https://www.redrocks.org/resources/disclosures/>.

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 then-existing Overdraft Privilege limit and the amount of the overdraft fee. Red Rocks Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Red Rocks Credit Union of an overdraft check (or item, such as an ATM withdrawal) does not obligate Red Rocks Credit Union to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

Red Rocks Credit Union authorizes and pays transactions using the available balance in your account. The available balance is comprised of the ledger balance (collected funds) less any debit card holds and does not include any deposited funds on hold. Red Rocks Credit Union may place a hold on deposited funds in accordance with our Deposit Account Agreement and Disclosure. If the funds in the available balance are not sufficient to cover a transaction, any available overdraft protection and/or the amount of the \$750.00 limit, may be used to authorize and pay a transaction.

Pursuant to Red Rocks Credit Union's commitment to always provide you with the best level of service, now and in the future, if you maintain your account in good standing, which includes at least:

- A) Bringing your account to a positive balance within every thirty (30) day period for a minimum period of 1 business day;
- B) Not being in default on any loan or other obligation to Red Rocks Credit Union and
- C) Not being subject to any legal or administrative order or levy.

Red Rocks Credit Union will have the discretion to pay overdrafts within the Overdraft Privilege limits, but payment by Red Rocks Credit Union is a discretionary courtesy and not a right of the member or an obligation of Red Rocks Credit Union. An Overdraft Privilege limit of \$750.00 will be given at account opening to eligible consumers. This privilege for consumer and business checking accounts will generally be limited to a maximum of \$750.00 overdraft (negative) balance and a maximum of \$750.00 (negative) balance. Any and all fees and charges, including without limitation, the overdraft privilege fees (as set forth in our fee schedule and deposit account agreement and disclosure), 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 includes any and all fees and charges, including all insufficient funds/overdraft privilege 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 Deposit Account Agreement and Disclosure. Our standard overdraft privilege fee of \$30.00 will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, or by other electronic means. This is a lower amount than the \$32 insufficient funds fee that Red Rocks Credit Union charges for items drawn against insufficient funds and returned to the payee.

While Red Rocks 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 member or an obligation of Red Rocks Credit Union and Red Rocks Credit Union in its sole and absolute discretion, can cease paying overdraft at any time without prior notice of reason or cause. If you do not maintain your account in good standing, the Overdraft Privilege limit will be reduced to \$100.00 or removed.

For our consumer members, Red Rocks Credit Union will not pay overdrafts for ATM or everyday debit card transactions unless Red Rocks Credit Union has provided you with the notice required by §1005.17(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, Red Rocks 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 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.

Both consumer and commercial members may discontinue having Overdraft Privilege cover future transactions at any time by contacting one of our Member Services Representatives.