

Courtesy Pay Terms and Conditions

We know it can happen, even when you're very careful. You make an error in calculation or a deposit doesn't clear on time and suddenly your checking account doesn't have sufficient funds when you need them. Well, we've got some good news for you! Bellwether Community Credit Union's checking accounts include Courtesy Pay. This benefit will cover overdrafts up to \$500.00 (including fees), subject to the eligibility criteria as outlined below:

Eligibility Criteria

- Membership must be open at least 60 days
- Checking account must be open at least 30 days
- Total deposits to checking account in previous 31 days must equal at least \$500
- Primary member must be 18 or older
- A maximum of two accounts can carry Courtesy Pay, with a limit of \$500 on each account, for a total of \$1,000

In general, with Courtesy Pay we will pay your overdraft items up to \$500, allowing your account to go negative up to \$500 (including fees). This means whatever payments you make from your checking account will get paid even if you don't have sufficient funds in your account. In this way you'll avoid the embarrassment and inconvenience of a returned check, as well as any fee merchants, financial institutions, or others normally charge for returned checks. You will be charged a per item fee (Please refer to our separate fee schedule for additional information about charges.), and will be required to bring the account positive within 30 days of the overdraft payment(s) being made. Courtesy Pay is a non-contractual, discretionary service, and there is no guarantee the credit union will cover transactions that would overdraw your account. In most cases, you will be eligible for courtesy pay unless:

Situations Negating Courtesy Pay Eligibility

- You are 30 days past due on any Bellwether loan or delinquent on any other obligation to the credit union
- You are subject to legal or administrative orders, or are currently a party in a bankruptcy proceeding
- You have a past due balance on a Courtesy Pay Repayment Plan
- An extended hold is being placed on your checking account or any other account relationship, in which case your Courtesy Pay service may be suspended without prior notice
- A ChexSystems inquiry includes a negative indicator or any other negative indicator is present
- Your account is classified as inactive or dormant
- You already have two membership accounts with outstanding Courtesy Pay balances
- The mailing address we have on file for you is not current

and we are receiving returned mail

You will be given 30 days from the date of the occurrence to bring your account back into the positive. For Courtesy Pay balances in excess of \$100, there are repayment plans available.

Courtesy Pay Balance Repayment Schedule

- \$100.01 - \$250 – 2 months
- \$250.01 - \$375 – 3 months
- \$375.01 - \$500 – 4 months

Right to Repayment of Indebtedness

You agree that Bellwether Community Credit Union may (without prior notice and when permitted by law) charge against and deduct from your accounts any due and payable debt owed to us now or in the future, by any individual(s) having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct the amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

Courtesy Pay Applies to the Following Types of Transactions:

- Share Drafts (checks) and Withdrawals
- ACH (Electronic) Transactions
- Debit Card Purchases
- ATM Withdrawals

Payment Order of Items

The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as your rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (through Courtesy Pay, creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

Suspension/Removal of Courtesy Pay Service

Your Courtesy Pay services may be suspended or removed immediately if:

- You do not bring your account to a positive balance within a 30 day period
- You fail to meet the eligibility criteria
- If you meet all the requirements listed above, your Courtesy Pay overdraft privilege may still be removed if you are not managing your account in a responsible manner or in a manner that may harm you or Bellwether Community Credit Union.

You may never need to take advantage of the Courtesy Pay service but you may find it useful in the event of a temporary or unexpected shortage. It should be emphasized, while we do have a per event fee, there is no monthly fee relating to this program. If you never need it, it costs you nothing.

What If I Already Have Overdraft Protection?

If you already have other Overdraft Protections on your account, such as a line of credit or automatic transfer from another account, Bellwether will access those funds first before using Courtesy Pay and imposing the Courtesy Pay fee. (Please refer to our separate fee schedule for additional information about charges.)