



## Discretionary Overdraft Privilege Disclosure

It is the policy of Cy-Fair Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Membership Account Agreement and Disclosure 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 Cy-Fair Federal Credit Union with regard to your checking account. The 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 Membership Account Agreement and Disclosure. A copy of the Membership Account Agreement and Disclosure is available to you on request from your Cy-Fair Federal Credit Union officer.

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. Cy-Fair 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 Cy-Fair Federal Credit Union of an overdraft check (or item, such as an ATM withdrawal) does not obligate Cy-Fair Federal 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).

Pursuant to Cy-Fair 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-two day period for a minimum period of 1 business day;
- B) Not being in default on any loan or other obligation to Cy-Fair Federal Credit Union
- C) Not being subject to any legal or administrative order or levy,

Cy-Fair Federal Credit Union will have the discretion to pay overdrafts within the Overdraft Privilege limits, but payment by Cy-Fair Federal Credit Union is a discretionary courtesy and not a right of the member or an obligation of Cy-Fair Federal Credit Union. An Overdraft Privilege limit of \$750 on consumer accounts and \$1000 on business accounts will be given at account opening to eligible accounts. 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 non-sufficient funds/overdraft 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 Membership Account Agreement and Disclosure. Our standard Overdraft 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.

While Cy-Fair 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 Cy-Fair Federal Credit Union and Cy-Fair Federal Credit Union in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause. If you do not maintain your account in good standing, the Overdraft Privilege limit may be removed.

For our consumer members, Cy-Fair Federal Credit Union will not pay overdrafts for ATM or everyday debit card transactions unless Cy-Fair Federal 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, Cy-Fair Federal Credit Union will place a hold on your account for any ATM or everyday debit card transactions 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 business members may discontinue having Overdraft Privilege cover future transactions at any by contacting us at (281) 890-7676, visiting one of our branches, or sending us an e-mail at [accountresolution@cyfairfcu.org](mailto:accountresolution@cyfairfcu.org).