

## Courtesy Pay Program Disclosure

This disclosure describes the Courtesy Pay Program offered to MSGCU members (designated as “you”, “your”, or “the Depositor”) at MSGCU’s discretion. The information set forth in this section of the booklet is for information purposes only; it is not part of any contract between you and MSGCU.

Courtesy Pay is service offered on a discretionary basis by MSGCU on an item by item basis that allows for a check, automatic recurring bill payment, and Automated Clearing House (ACH) transaction to be processed and paid when the amount of the transaction exceeds the available amount in your account. The Available Balance is the balance shown on our books (“Ledger Balance”) reduced by (i) the amount of any holds in place with respect to deposited checks or other items, (ii) the amount in the account that is subject to any preauthorization requests related to the account that have been accepted by the Credit Union, (iii) amounts in the account that are subject to holds based on court, tax agency, or other governmental proceedings, and (iv) amounts that we believe are subject to a dispute over ownership or other rights. We will generally not pay any transaction that occurs at an ATM or through an everyday one-time debit card transaction when the amount withdrawn exceeds the amount in your account, unless you provide your affirmative consent for us to do so. You have the right to revoke this consent at any time. We retain our right to pay or not pay such an item and any other overdraft item at our discretion. However if you have not given your consent and we pay an overdraft ATM or overdraft one-time debit card transaction anyway, you will not be charge any Courtesy Pay fees related to it.

Based on your account history, MSGCU may cover the amount of the transaction to an aggregate Courtesy Pay privilege limit. This discretionary service prevents you from incurring additional Non-Sufficient Funds fees from other organizations and allows you to avoid the embarrassment of a denied transaction or returned check. There is no additional cost above the Courtesy Pay fee (per occurrence) for this service.

The Courtesy Pay privilege is not a line of credit. However, if you overdraw your account, MSGCU will have the discretion to pay the overdraft, subject to the Courtesy Pay limit and the amount of the Courtesy Pay fee (per item). If multiple items are presented against your account on the same day, each item (except as described above) will be assessed the Courtesy Pay fee. Please refer to the current MSGCU Fee Schedule. The Credit Union clears deposits (such as ACH deposits and ACH Payroll) prior to clearing withdrawals (ACH, checks, and drafts) transactions with the exception of real time (ATM, Teller, and Debit Pin) transactions. Check withdrawals are posted based on check numerical order (from lowest to highest).

MSGCU is not obligated to pay any item presented for payment if your account does not contain sufficient available funds, and any discretionary payment (or other negotiation or processing) by MSGCU of any Non-Sufficient Fund check (or other item) does not obligate MSGCU to pay any additional Non-Sufficient Fund check or item or to provide prior notice of its decision to refuse to pay any additional Non-Sufficient Fund check or item. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. Pursuant to MSGCU’s commitment to always provide you with the best level of member service, now and in the future, if you meet the following criteria, MSGCU may, at its discretion, provide the Courtesy Pay privilege to you:

- You must be 18 years of age or older.
- Your account must be in good standing
- You must have a checking account with a positive balance history.
- You must, within thirty (30) days of the overdraft occurrence, either deposit funds into the account or obtain an approved loan from MSGCU to cover each overdraft.
- Fresh Start Checking accounts are not eligible for Courtesy Pay.

If the above criteria are met, MSGCU, at its discretion, may extend the Courtesy Pay privilege to your account; this may help you cover some inadvertent overdrafts on your account.

The Courtesy Pay privilege will be suspended if:

- Any loan is delinquent for more than ten (10) days.
- The checking account has not been brought to a positive balance at least once in the past sixteen (16) days.

The total of the Courtesy Pay privilege (negative) balance, including any and all fees and charges, is due and payable upon demand and the Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Membership and Account Agreement.



While MSGCU will typically pay overdrafts on accounts in good standing, (as described above), payment is a discretionary courtesy, and not a right or obligation. MSGCU in its sole and absolute discretion can cease paying overdrafts at any time without prior notice of reason or cause.

We may change our Courtesy Pay Program at any time without notice to you. Please contact us to obtain the current version of our Program.

If you have any questions regarding the Courtesy Pay Program, please contact us at (586) 263-8800.