

# Overdraft Policy Disclosure

## Overdraft and NSF Return Item Policy (“Overdraft Policy”) Disclosure Account Balances and Liability

Effective Date: August 1, 2024

### Foreword

The purpose of this Overdraft Policy Disclosure (“Disclosure”) is to disclose information, terms, and conditions relating to the various services available to you in the event there are insufficient funds available in your accounts for a transaction as well as to help you better understand the importance of your “available” balance in determining whether a transaction may result in an overdraft of your account (referred to in this Disclosure as an “overdraft”) or the unpaid return of an item by us or a third party due to insufficient funds (referred to herein as a “NSF return item” or a “return item”).

This Disclosure is subject to additional agreements, disclosures, terms and conditions, and contracts we provide either with this Disclosure or as part of the products and services we provide you including, but not limited to, our *Membership and Account Agreement* and *Fee Schedule/Sheet*.

Throughout this Disclosure, the words “you,” “your,” and “yours” mean each and every member (whether one or more persons) who uses the services described in this Disclosure. The words “we,” “us,” or “Credit Union” mean First Technology Federal Credit Union.

### Section I. General

1. You are responsible for keeping track of the funds in your account that are available for you to use before you withdraw or otherwise use such funds, for example by writing a check, making a cash withdrawal, or using your debit card for a transaction. Among other things, you should keep a running balance that reflects all of your transactions. It is imperative that you keep track of the transactions you may have authorized (such as outstanding checks or automatic bill payments you have authorized) as your available balance (discussed in more detail below) will not reflect these transactions until they are paid from your account. We offer a variety of options for you to be able to check your account balance, including online, mobile and telephone access or by visiting a branch. Please see our Overdraft Fee FAQs for more information on avoiding overdrafts, return items, and any associated fees.
2. “Overdrawing” your account means that there are insufficient available funds in your account to pay for a transaction at the time it is presented for payment, but the transaction is paid under either an optional Overdraft Protection Service or the Discretionary Overdraft Service (“Discretionary Overdraft”), which results in a negative “overdrawn” balance. Some transactions that can result in an overdraft in your share draft account or a return item include, but are not limited to: (i) the payment of checks, electronic fund transfers, telephone-initiated transfers, preauthorized payments under our Bill Payment Service, or other withdrawal requests authorized by you; (ii) the return (unpaid) of items deposited by you; (iii) the assessment of service charges by us; or (iv) the deposit of items that are treated as not yet “available” according to our *Funds Availability Policy*.
3. This Disclosure discusses in Section 2 how to determine and manage your account balances. Section 3 then discusses how we will post transactions to your account. Based on these policies, your transactions can result in transaction(s) being presented for processing when your account’s available balance is insufficient to pay the transaction(s). Sections 4 and 5 discuss the kinds of services the Credit Union offers to allow for the payment of these transactions.

### Section II. Your Share Draft Account Balance

1. Your share draft account has two kinds of balances: the “current” balance and the “available” balance. Both can be checked when you review your account online, at a Credit Union-owned ATM, by phone, or at a branch. It is important

# Overdraft Policy Disclosure

to understand how the two balances work so that you know how much money is in your account at any given time. This section explains current and available balances and how they work.

2. Your current balance is the amount of money that is actually in your account at any given time, but not all funds included in the current balance are considered available for transactions on your account. The current balance reflects transactions that have posted to your account but not transactions that have been authorized and are pending, while pending deposits that are subject to holds under our *Funds Availability Policy* will be reflected in the current balance even though they are not yet “available.” While the term “current” may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case. Your current balance will not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted. For example, if you have a \$50 current balance, but you just wrote a check for \$40, then your current balance is \$50 but it does not reflect the pending check transaction. At that point, you have a current balance of \$50, but you have already spent \$40.
3. Your available balance is the amount of money in your account that is available to you to use less any debits, holds, and deposits not yet posted to the account. Your account is considered overdrawn when the available balance in your account is negative (less than \$0). The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have a current balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization in the amount of \$20, we will place a “hold” on your account for \$20 (referred to as an “authorization hold”). Your current balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because of the restaurant’s preauthorization request that resulted in an authorization hold on \$20 in your account. When the restaurant submits its transaction for payment (which could be a few days later and for a different amount than the amount of the authorization hold), if our system matches the posted transaction with the hold, we will release the authorization hold, post the transaction to your account, and reduce your current balance by the amount of the posted transaction. There may be transactions where our system does not match a posted transaction with the related hold, but even in those instances, the hold will be generally released within three (3) business days (see “Authorization Holds for Debit Card Transactions” below).
4. Your available balance may not reflect all of your transactions. We use your available balance at the time a transaction posts to determine when your account is overdrawn and whether fees will be assessed, although we do not charge overdraft fees for point-of-sale (“POS”) everyday debit card transactions and ATM withdrawals and we do not charge overdraft-related fees if your available balance was sufficient to pay the transaction at the time an authorization hold was applied for such transaction (i.e., an Account Positive, Settle Negative (or “APSN”) overdraft fee). For debit card transactions involving merchant authorization holds, the merchant authorization hold can affect whether you incur overdraft fees on other transactions.

The following example illustrates how this works:

Assume your current and available balances are both \$50, and you use your debit card at a restaurant for \$20. If the restaurant requests preauthorization in the amount of \$20, an authorization hold is placed on \$20 in your account, so your available balance is only \$30. Your current balance would remain \$50. Before the restaurant transaction is sent to us for payment, a check that you wrote for \$40 clears. Because your available balance is only \$30 (due to the authorization hold of \$20), your account will be overdrawn by \$10, even though your current balance is \$50. In this case, we may pay the \$40 check, but you will be charged an overdraft fee as disclosed in our *Fee Schedule/Sheet*. That fee will be deducted from your account, further increasing the overdrawn amount.

- 5. YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE.** This is because your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.
6. Also, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions, including but not limited to car rental transactions and hotel stay transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, which generally occurs when the transaction has been received by us and paid from your account. Refer to the section entitled “Authorization Holds for Debit Card Transactions” below for information about how authorization holds affect your available balance.
7. Finally, your available balance may not reflect the most recent deposits to your account. Refer to our *Funds Availability Policy* for information regarding the availability for withdrawal of your deposits. You should not assume that you can avoid overdrawing your account by making a deposit before a check or other item is presented for payment because your deposit may not be immediately available for withdrawal.

## **Subsection 1. Authorization Holds for Debit Card Transactions**

1. When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you authorize the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you authorized it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account in daily batches.
2. The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your debit card is swiped before your actual transaction amount is known, such as at a restaurant, car rental company, hotel, or gas station (e.g., at a restaurant, you may choose to add a tip to the transaction amount). For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases, we may not receive an authorization request from the merchant and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize or when a merchant submits a transaction for payment.
3. We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which

# Overdraft Policy Disclosure

will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

4. In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up thirty (30) business days for certain transactions).

## Section III. How Transactions Are Posted to Your Account

1. There are two types of transactions in your account: credits or deposits of money into your account and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.
2. We can receive credit and debit transactions in different forms at various times each business day. We reserve the right to determine the timing and order in which such transactions are posted to your account to the extent permitted by law. We determine the order in which we process and post credits and debits to your account based on a number of factors.
3. We may pay or authorize some transactions and decline or return others in any order we deem appropriate to the extent permitted by law. When the available balance in your account is not sufficient to cover all of the transactions presented that day, some posting orders can result in more return items and more overdraft and return item fees than other posting orders.
4. The order in which items are posted to your account will depend on a number of factors. For example, in connection with our item posting order for each category of item(s), (i) establishing different posting orders for items within each category, and (ii) change the timing of when items are posted during the day and whether they are posted individually or in batches. Except to the extent limited by applicable law, we have the right to change any of the factors described in (i) and (ii) listed above at any time without notice to you. There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that debits are most often presented for payment by merchants, and the Credit Union is not in control of when transactions are received.
  - a. **“Real-Time” Transactions:** For certain types of transactions, money is usually deducted from your account immediately at the time of the transaction, and they are considered “Real-Time” transactions. These include, for example, the following types of transactions: ATM transactions, Mobile E-Deposit, teller transactions, POS debit card transactions processed through PIN networks, and wire transfers and other account transfers you initiate at a branch or an ATM, by calling our contact center, or through Online Banking.
  - b. **“Batch” Transactions:** Other types of transactions are presented to us for processing in data files every day, sorted by transaction types, and at various times of day; credits in each batch post first, followed by debits, which generally post in order from low to high dollar value. Transactions that are presented to us for processing in batches include the following: POS transactions processed through the Mastercard<sup>®</sup> network (which can settle throughout the day), ACH transactions, check payments, online bill payments, and similar items.
  - c. **Posting of Fees, Dividends, and Automatic Account Transfers:** Any Credit Union-initiated fees such as overdraft or return item fees will generally post after the transaction to which it applies for ACH items and items such as checks or at the end of the processing cycle for online banking and POS debit card transactions. Dividends posting and automatic account transfers generally post at the end of our processing day.
5. The foregoing is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

# Overdraft Policy Disclosure

## Section IV. Payment of Overdrafts and Return of NSF Items

### Subsection 1. Payment of Overdrafts

1. We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we pay a transaction that overdraws your account, we are not obligated to continue paying such transactions in the future. We may pay all, some, or none of your overdrafts, without notice to you. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid due to insufficient funds.
2. We assess a fee for each item we pay that results in an overdraft (other than ATM withdrawals and POS everyday transactions). If we pay an item in accordance with our Discretionary Overdraft (described in more detail below), we will charge an overdraft fee as disclosed in the *Fee Schedule/Sheet*.
3. **Transfers to Cover Overdrafts:** You understand and agree that we have the right to transfer available funds to your share draft account from any of your other account(s) with us (excluding IRAs and certificate accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft and related overdraft fees.
4. If we pay an item drawn against insufficient funds on an account with more than one account owner or member on the signature card, each member, owner, and agent if applicable, drawing or presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including overdraft fees (if any).

### Subsection 2. NSF Return Items

1. We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid.
2. If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, including transactions where your check transaction is converted to an ACH transaction, and may do so multiple times; this may also occur when you initiate transfers and payments through your Credit Union Online Banking or Bill Payment services and your account lacks sufficient available funds at the time the transaction is scheduled to occur, as we may decline the transaction and then resubmit the same transaction at a later time in an attempt to process your requested transaction.
3. As set forth on our *Fee Schedule/Sheet*, we do not charge fees for items we return due to there being insufficient funds in your account or return item fees for items represented by third-party merchants or payees. However, we do charge a Return ACH Origination Fee when you request First Tech to initiate an ACH transfer (one time or recurring) to or from an external account and it is unsuccessful/returned.

### Subsection 3. Overdraft and Return Item Fees Generally; Avoidance of Such Fees

1. Our *Fee Schedule/Sheet* explains when we charge you fees for overdraft and for Return ACH Origination and the dollar amount of the fees. Please review our *Fee Schedule/Sheet* carefully. You are liable to us to repay any overdrafts on your account whether you created them or not. If you do not pay us, and we take collection action against you, you agree to pay for our costs of collection. We may close, without notice, any account with excessive insufficient funds activity and report the account to a consumer reporting agency.
2. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

# Overdraft Policy Disclosure

3. We recommend that you enroll in one of the optional Overdraft Protection Services described below. These services can help you avoid overdrafts and return items. While fees may apply when you use an optional Overdraft Protection Service, the fees under the service are generally less expensive than overdraft and return item fees. Please refer to our Overdraft Fee FAQ for additional tips on how to avoid such fees.

## **Subsection 4. Optional Overdraft Protection Services**

1. We offer optional Overdraft Protection Services that you may request, which allows you to link other accounts to your share draft account, such as linking your share savings account or a line of credit loan account where your share savings account or a line of credit is used for overdraft protection. Other share draft accounts, share certificate accounts, and IRAs may not be used as draw accounts. If you qualify for these optional services, we will look first to these services for overdraft protection before applying our Discretionary Overdraft when your account is overdrawn provided you have sufficient available funds in the linked share savings or sufficient available credit for the line of credit. An Overdraft Protection Service may save you money on the total fees you pay us for overdraft protection, as any Overdraft Protection fees (if applicable) are generally less expensive than overdraft fees charged for Discretionary Overdrafts.
  - a. **Line of Credit:** This is any revolving line of credit you have with us. With this service, you authorize us to automatically advance the exact amount of your overdraft from your line of credit (linked to your share draft account) to cover your overdraft, up to your credit limit. You must repay what you have borrowed in full or in minimum monthly payments (in addition to any late charges, finance charges, cash advance fees, and annual fees). All overdraft transfers from your credit card with us are considered cash advances and are subject to cash advance rates and fees, as applicable, and not subject to any grace period. If you have or are approved for a line of credit, you will be provided with separate terms and conditions applicable to the line of credit. Overdraft Protection transfers from lines of credit will be made to the nearest \$0.01.
  - b. **Share Savings:** If you request that we make transfers of available funds automatically from your eligible share savings account to cover overdrafts in your share draft account, Overdraft Protection transfers from your share savings account are made in \$100 increments to the extent sufficient available funds are on deposit.
2. If you do not have sufficient available credit on your line of credit or the funds in your share savings account are not sufficient to pay the overdraft on your share draft account, then you understand that the overdraft may be paid by our Discretionary Overdraft, subject to the terms and conditions of the Discretionary Overdraft section below (if you or your account are eligible for Discretionary Overdraft). If you are not eligible for Discretionary Overdraft, then the item causing the overdraft will be returned or the transaction denied. If you decline to utilize the optional Overdraft Protection Services and you are not eligible for our Discretionary Overdraft and there are insufficient available funds in your share draft account to pay an item, your items will not be paid; they will be returned. Transfers will appear on your periodic statements for each applicable account.
3. **Limits on Overdraft Protection:** We will not transfer more than the available account balance in a linked share savings account or the available credit on a line of credit account even if the amount of the overdraft is more than the available amount.
4. **Termination of Optional Overdraft Protection Services:** We may terminate optional overdraft protection services at any time with or without notice to you. Any owner of the share draft account, any owner of a linked share savings account used for overdraft protection, or any borrower on a line of credit account used for overdraft protection may cancel overdraft protection in person, by phone, or in writing. Cancellation will be effective after we have received notice and have had a reasonable time to act on it.

## Section V. Discretionary Overdraft

1. In accordance with our commitment to provide valued service and benefits, we may pay your overdrafts that would cause your eligible share draft account to have a negative balance at our discretion. We refer to this service as our Discretionary Overdraft. Discretionary Overdraft is different than the Overdraft Protection Service. Discretionary Overdraft is a backup to your existing Overdraft Protection Service and will only be activated if funds are not available from the Overdraft Protection Service. This Discretionary Overdraft section sets forth the terms and conditions applicable to Discretionary Overdraft.
2. **What Overdraft Transactions are Covered?** Discretionary Overdraft is available only for the payment of checks, electronic transfers, telephone-initiated transfers, preauthorized payments under our Bill Payment Service, recurring debit card transactions (such as debit card payments set up to pay for a service like a monthly gym membership), and ACH drafts and debits. Discretionary Overdraft is not available for ATM transactions and one-time debit card transactions.
3. **Eligibility for Discretionary Overdraft:** Discretionary Overdraft is not a credit product and requires no application or credit approval process; it is a feature which may be automatically included with eligible share draft accounts after your share draft account is sixty (60) days old (unless you opt out of Discretionary Overdraft entirely as described below). Eligibility is at the sole discretion of the Credit Union and is based on you managing your share draft account in a responsible manner. Discretionary Overdraft is available for share draft accounts for which the primary share draft account owner is eighteen (18) years of age or older and is in good standing. We reserve the right to limit Discretionary Overdraft to one (1) account per household or member. We may suspend or permanently revoke Discretionary Overdraft from your share draft account, in our sole and absolute discretion, for any reason, including any one or more of the following criteria:
  - a. You are not making regular deposits into your share draft account;
  - b. You do not bring your share draft account to a positive balance for at least one (1) full business day within a ten (10) day period;
  - c. Your membership is not in “good standing” as defined in the Credit Union’s Limitation of Services & Termination of Membership Corporate Policy;
  - d. You are more than thirty (30) days past due or are in default in any other respect on any loan or other obligation to us;
  - e. You have an outstanding balance due on an overdraft repayment plan;
  - f. Your share draft account is subject to any legal or administrative orders or levies;
  - g. You have insufficient credit or negative credit history;
  - h. You are a party to a bankruptcy proceeding;
  - i. Any or all of your account(s) with us are being reviewed for improper activity or transactions;
  - j. You use Discretionary Overdraft to pay items written to check cashing agencies;
  - k. You have excessive items returned for non-sufficient funds in a calendar year;
  - l. You have an unresolved prior loss with us;
  - m. We do not have a valid mailing or email address for you; or
  - n. We believe you are not managing your share draft account in a responsible manner, which may harm you or us.
4. **Discretionary Overdraft is a benefit. Any payment made by us under Discretionary Overdraft will be made on a case-by-case basis, in our sole and absolute discretion. Discretionary Overdraft does not constitute an actual or implied agreement between you and the Credit Union nor does it constitute an actual or implied obligation of the Credit Union. Discretionary Overdraft is a privilege that the Credit Union provides from time to time; and may be withdrawn, limited, or withheld by the Credit Union at any time, without prior notice, reason, or cause.**

# Overdraft Policy Disclosure

5. **Limits to Your Use:** The negative balance to which you can overdraw your account by using Discretionary Overdraft is determined by us in our sole and absolute discretion.
6. **How Discretionary Overdraft is Administered:** In our sole discretion, we may notify you by mail, or if you have agreed to receive notices from us in an electronic format, you may be notified electronically of any nonsufficient funds checks, items, or other transactions that have been paid or returned; however, we are not required to so notify you. You also acknowledge and agree that we have no obligation to notify you before we pay or return any check, item, or other transaction. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.
7. **When is the overdraft payment due?** The total of the overdraft (negative) balance in your share draft account, including any and all fees and charges, is due immediately, and you are required to immediately deposit sufficient funds to cover the overdraft paid by us and pay the related fees.
8. **Overdraft Fees:** An overdraft fee will be charged to your share draft account, in accordance with our *Fee Schedule/Sheet*, for each overdraft that is authorized and paid through Discretionary Overdraft (subject to the exceptions discussed in this Disclosure). This means that more than one (1) overdraft fee may be assessed against your share draft account per day depending upon the number of overdrafts authorized and paid through Discretionary Overdraft. Your periodic statement will itemize overdraft fees and return item fees for each cycle, as well as the year-to-date total of fees.
9. **Optional Overdraft Protection Services:** As discussed in more detail above, we also offer optional Overdraft Protection Services, such as a link to a share savings account or a line of credit account, which may be less expensive than our Discretionary Overdraft. To learn more, please ask us about these services.
10. **Your Right to Opt Out of Discretionary Overdraft:** If you prefer not to have Discretionary Overdraft, contact us at 855.855.8805 or visit a branch to request removal of Discretionary Overdraft, and we will remove Discretionary Overdraft from your share draft account.
11. **Default:** You will be in default under the terms of this Disclosure if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any share account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend overdraft privileges, terminate Discretionary Overdraft, or close your share draft account and demand immediate payment of the entire unpaid negative balance.
12. **Termination; Suspension:** We may terminate or suspend Discretionary Overdraft at any time without prior notice. In no event will any termination relieve you of your other obligations under this Disclosure, the *Membership and Account Agreement*, or any additional agreements and disclosures, including your obligations to repay any negative account balance, overdraft fees, return item fees, collection costs, and attorneys' fees, if any.

## Section VI. An Additional Note Regarding Overdraft Protection Services and Discretionary Overdraft

**The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.**

**You may take advantage of the option in Online Banking to receive alerts such as transaction, low balance, and other alerts.**

**IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS DISCLOSURE, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 855.855.8805 MONDAY THROUGH FRIDAY, 6:00 AM TO 6:30 PM PACIFIC TIME .**