

# Addendum to Your Truth In Savings Agreement

## Please keep for your records.

The following information regarding “Overdraft Protection” has been amended to replace the “Courtesy Pay” information your Truth In Savings Disclosure.

#### IV. OVERDRAFT PROTECTION

In this Overdraft Protection Agreement (“Agreement”), the words “I,” “me,” and “my” mean each and all of those who use the Overdraft Protection Service described below. The words “you,” “your,” and “Credit Union” mean American First Credit Union. The word “overdraft” includes a negative balance in my Checking Account that may occur for various reasons, including, but not limited to: (1) the payment of checks, electronic transfers, telephone-initiated transfers, preauthorized payments under your Bill Pay Service, or other withdrawal requests authorized by me including, but not limited to, ATM transactions, VISA CheckCard transactions, Point of Sale transactions, ACH transactions, and other preauthorized transfers, for which funds are insufficient; (3) the return (unpaid) of items deposited by me; (4) the imposition of service charges by you; or (5) the deposit of items which are treated as not yet “available” according to your Funds Availability Policy. The Overdraft Protection Program shall not be applied to Youth Accounts or Second Chance Checking Accounts.

Notwithstanding anything herein to the contrary, I understand and agree that you will not pay overdrafts caused by ATM withdrawals or CheckCard transactions at a store, online, or by phone (“point of sale”), unless I have expressly consented (opted-in) to permit you to charge a fee in connection with the payment of these overdrafts. To opt-in for Courtesy Card Clear on ATM withdrawals and point of sale CheckCard transactions, I can contact you by phone at 800/290-1112, online at [www.amerfirst.org](http://www.amerfirst.org), or by writing at American First Credit Union, Attn: Account Services, 700 N. Harbor Blvd., La Habra, CA 90631. Alternatively, I may complete the separate Opt-In form for Courtesy Card Clear program that you must provide to me and either bring it into a branch or mail it to the address listed above. You will provide me with written confirmation of my opt-in choice.

Pursuant to your commitment to provide valued service and benefits, you may pay my overdrafts that would cause my eligible checking account (“Checking Account”) to have a negative (or further negative) balance, pursuant to the terms and conditions of this Agreement up to the amount of my limit, which is determined by you in your sole and absolute discretion.

The Overdraft Protection Service is not a credit product and requires no application or credit approval process. The Service will only be applied to my Checking Account if:

- I maintain my membership in good standing;
- My Checking Account must have been opened for at least six (6) months; and
- I have direct deposit or payroll deduction established with the Credit Union.

#### **ANY OVERDRAFT PAYMENT WILL BE MADE ON A CASE-BY-CASE BASIS, IN YOUR SOLE AND ABSOLUTE DISCRETION.**

I understand that you have no obligation to notify me before you pay or return any check, item, or other transaction. You may refuse to pay any overdrafts without first notifying me even though my account is in good standing and even if you have paid previous overdrafts.

The total of the overdraft (negative) balance in my Checking Account, including any and all fees and charges, is due and payable upon demand, and I am required to immediately deposit with you sufficient funds to cover the overdraft paid by you and pay the related fees. I understand that items presented for payment may not be processed in the order in which they occurred. I understand that the order in which items are processed can affect the total amount of fees that may be assessed against my Checking Account.

An Overdraft Fee as set forth in your Schedule of Fees will be charged to my Checking Account for each overdraft that is cleared on my Checking Account through the Overdraft Service. This means that more than one Overdraft Fee may be assessed against my Checking Account per day depending upon the number of overdrafts cleared through the Overdraft Service. I understand that my Overdraft Limit shall be reduced by the amount of each overdraft paid by you through the Overdraft Service and the amount of the related Overdraft Fee imposed until such amounts are repaid by me as set forth herein at which time you may replenish my Overdraft Limit by the amount of the repayment. The Overdraft Fee is the same as your NSF Fee charged for each “nonsufficient funds” item presented for payment and returned unpaid on a Checking Account. If you choose not to pay the overdrawn check or other item/transaction under the Overdraft Service, I am subject to an NSF Fee as set forth in your Schedule of Fees for each such item. I will not be charged an Overdraft Fee for ATM withdrawals or point of sale CheckCard transactions

unless I have consented (opted-in) to your assessment of the Overdraft Fee for such transactions as described above.

I also agree that you have the right to transfer available funds from my other accounts I may have with you to cover the overdraft and pay the related fees. I understand and agree that you may transfer funds to my Checking Account from any of my other account(s) with you (excluding IRA accounts), including account(s) upon which I am a joint owner, in an amount equal to the overdraft which you may pay according to the terms and conditions of this Agreement and to pay the related fees. In addition to any other rights that you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future may have an interest are subject to our right of off-set for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, unless I "opt-out" of the Overdraft service (see below), I consent and expressly agree that the application of an off-set of funds in any account includes the off-set of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid. Each person who causes an overdraft, which is paid by you, is a maker and agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of this Agreement. You reserve the right to limit Overdraft Service to one (1) account per household or member without notice of reason or cause.

I will be in default under the terms of this Agreement if I fail to live up to any of the terms and conditions of this Agreement or I am in default on any loan obligation with you and/or a negative balance exists in any other deposit account with you on which I am an owner. If I am in default, in addition to any other rights you may have, you may temporarily suspend overdraft privileges or terminate the Overdraft Service or close my Checking Account and demand immediate payment of the entire unpaid negative balance. I also agree to pay any collection costs, attorneys' fees, and court costs which you or I shall or may incur as a result of my default.

You may terminate or suspend the Overdraft Service at any time without prior notice. In no event shall any termination relieve me of my obligation to repay such sums already overdrafted, overdraft fees, collection costs, and attorneys' fees, if any. You can delay enforcing any of your rights under this Agreement without losing them.

If I prefer not to have Overdraft Service, I will contact you at 800/ 290-1112 Monday through Friday, 9:00 .a.m. to 5:00 p.m. and you will remove the Overdraft Service from my Checking Account.