

## Discretionary Privilege Pay Disclosure



It is the policy of Nutmeg State Financial 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 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 Nutmeg State Financial Credit Union with regard to your checking account. The Membership Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Privilege Pay Disclosure and the Membership Account Agreement. A copy of the Membership Account Agreement is available to you on request from your Nutmeg State Financial Credit Union representative.

The Privilege Pay 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 Privilege Pay and the amount of the overdraft fee. Nutmeg State Financial 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 Nutmeg State Financial Credit Union of an overdraft check (or item, such as an ATM withdrawal) does not obligate Nutmeg State Financial 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 Nutmeg State Financial Credit Union's commitment to always provide you with the best level of service, now and in the future, if your account has been maintained in good standing, which includes at least:

- A) Bringing your account to a positive balance within every thirty (30) day period for a minimum period of 24 hours;
- B) Not being in default on any loan or other obligation to Nutmeg State Financial Credit Union and
- C) Not being subject to any legal or administrative order or levy

Nutmeg State Financial Credit Union will have the discretion to pay overdrafts within the Privilege Pay limit, but payment by Nutmeg State Financial Credit Union is a discretionary courtesy and not a right of the member or an obligation of Nutmeg State Financial Credit Union. This privilege for consumer and commercial checking (share draft) will generally be limited to a maximum of \$750 overdraft (negative) balance. Of course, any and all fees and charges, including without limitation the Overdrawn fee (Privilege Pay) (as set forth in our fee schedules and deposit account agreement and disclosure), will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the Privilege Pay amount as a result of the assessment of a fee.

The total of the discretionary Privilege Pay (negative) balance, which includes any and all fees and charges, including all 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 the Membership Account Agreement. Our standard Overdrawn fee (Privilege Pay) of \$35 will be imposed for paid overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means. Transactions may not be

processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred.

While Nutmeg State Financial 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 Nutmeg State Financial Credit Union and Nutmeg State Financial Credit Union in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.

For our consumer members Nutmeg State Financial Credit Union will not pay overdrafts for ATM or everyday debit card transactions unless Nutmeg State Financial Credit Union has provided you with the notice required by section 205.17(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, Nutmeg State Financial Credit Union will place a hold on your account for any ATM or everyday debit card transaction authorized until the transactions settles. ATM and everyday debit card transactions usually settle within two business days after the transaction is 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 commercial accountholders may opt out of the Privilege Pay services for check, ACH and debit card bill payment transactions at any time by contacting one of our Account Services Representatives.

Effective June 1, 2023