

Discretionary Overdraft Privilege (ODP)

The Deposit 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 evolve FCU regarding your checking account. The Deposit 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 Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from an evolve FCU Member Service Representative.

Life happens! evolve FCU understands that unexpected overdrafts occur from time to time – Overdraft Coverage can help.

Overdraft Coverage Options - The choice is yours. Consider these ways to cover overdrafts:

Service	Cost
Overdraft Protection Link to a Share (Savings Account) you have at evolve FCU	No fee per transfer
Overdraft Privilege	\$32.00 Overdraft Fee per presentment.

Call us at (915) 593-5866 or Toll-Free (888) 373-3281, email us at mbrsvcs@evolvefcu.org, to sign up for these services.

Overdraft Protection services apply to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from a savings account you have here at evolve FCU for a fee.

Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee in order to pay a transaction. Even if you have overdraft protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted.

Transactions Covered with Overdraft Privilege	1 No Coverage* (Your consent is required on consumer accounts) (Opt-out) (Fee Applies)	2 Standard Coverage (our Default coverage. No action required on consumer accounts) (Opt-out) (Fee Applies)	3 Extended Coverage** (Your consent is required on consumer accounts.) (You must Opt-in**) (Fee Applies)	If you would like to select No Coverage* or Extended Coverage** for future transactions: <ul style="list-style-type: none"> call us at (915) 593-5866 or Toll-Free (888) 373-3281, complete a consent form and mail it to 8840 Gazelle, El Paso, TX 79925, or e-mail us at mbrsvcs@evolvefcu.org
Checks		X	X	
ACH - Automatic Debits		X	X	
Online Bill Pay Items		X	X	
Recurring Debit Card Payments		X	X	
Scheduled Approved Debit Card Payments*	X*	X	X	
Everyday Debit Card Transactions (anytime a Debit Card is used as method of payment)			X**	

*Choosing No Coverage on your consumer account will **NOT** prevent Scheduled Approved Debit Card Payments from being paid.

Choosing Extended Coverage on your consumer account, **everyday debit card transactions (anytime a Debit Card is used as method of payment) will be included with the transactions listed under Standard Coverage. If you already have Extended Overdraft Privilege coverage, it is not necessary to request it again. Business accounts automatically have Extended Coverage.

You can discontinue the Overdraft Privilege in its entirety or change your current coverage by contacting us at (915) 593-5866 or Toll-Free (888) 373-3281 or sending us an e-mail at mbrsvcs@evolvefcu.org.

What Else You Should Know

- A link to another account may be a less expensive option than an overdraft. A single larger overdraft will result in just one fee, as opposed to multiple smaller overdrafts. Good account management is the best way to avoid overdrafts. Use our mobile banking, Internet banking, and telephone banking services to keep track of your balance. For additional financial education resources, please visit www.mymoney.gov.
- The **\$32.00 Overdraft (OD) Fee** is the same fee amount that is charged if a check is returned as unpaid. If multiple items overdraw your account on the same day, each item will be assessed an appropriate **Overdraft (OD) Fee or a Return (NSF) Fee of \$32.00**. All fees and charges will be included as part of the Overdraft Privilege limit amount. Your account may become overdrawn more than the Overdraft Privilege limit amount because of a fee.
- If your account balance remains overdrawn for longer than thirty (30) calendar days, we will close your account and may report your account to a third party-party reporting/collections agency.
- For consumer accounts, there is no limit on the daily Maximum NSF/OD Fees. If NOT Opted-In and a consumer account is overdrawn, we will charge an NSF fee. These exceptions do not apply to business accounts.
- Transactions may not be presented for payment in the order in which they occurred. The order in which transactions are presented may impact the total amount of fees assessed.
- Although under payment system rules, evolve FCU may be obligated to pay some unauthorized debit card transactions, evolve FCU will not authorize debit card transactions unless there are available funds (including Overdraft Coverage Options) to cover the transactions and any fee(s).
- Giving us your consent to pay every day debit card overdrafts on your consumer account may result in you incurring Overdraft Fees for transactions that we would otherwise be required to pay without assessing an Overdraft Fee. However, this would allow us to authorize transactions up to the amount of your Overdraft Privilege limit and may also help you avoid overdrafts in excess of your available balance that could result in suspension of your debit card.
- evolve FCU authorizes and pays transactions using the **available balance** in your account. evolve FCU may place a hold on deposited funds in accordance with our Deposit Account Agreement and Disclosure, which will reduce the amount in your available balance. The available balance for checks, ACH items, and recurring debit card transactions is comprised of the ledger balance, less any holds on deposited funds and any debit card holds. The available balance for everyday debit card transactions on accounts with Standard Coverage is the ledger balance, less any holds on deposited funds and any debit card holds. For accounts with Extended Coverage, the Overdraft Privilege Limit is NOT included in the available balance for authorizing everyday debit card transactions.
- Please be aware that the Overdraft Privilege amount is NOT included in your available balance provided through online banking, mobile banking or evolve FCU's ATMs.

- evolve FCU will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within three business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an Overdraft Fee will be assessed.
- Except as described in this disclosure, evolve FCU will not pay items if your account does not contain available funds (including the Overdraft Privilege limit) to cover the item(s) and the amount of any fee(s).
- evolve FCU may suspend your debit card if you incur overdrafts in excess of the available balance in your account. Debit cards on your account will remain suspended until you make sufficient deposits so that your available balance is positive and then you contact us.
- evolve FCU may also suspend your debit card if your account is overdrawn more than thirty (30) consecutive calendar days. Debit cards on your account will remain suspended until you make sufficient deposits so that your account balance is positive and then you contact us.
- evolve FCU may also suspend your debit card if we are unable to contact you due to an incorrect mailing address or phone number(s). You must contact us with your correct mailing address and/or phone number(s) to have your debit card reinstated.
- If your debit card is suspended, you will be unable to use your debit card for purchases or to access your account at the ATM, and if you use your debit card for recurring payments, e.g., utilities, you are responsible to make other arrangements for your recurring debit payment(s).
- An **Overdraft Privilege (ODP) Limit** is available for eligible Personal and Business Checking accounts six (6) months after account opening, all accounts are in good standing, and have Opted-in (authorized evolve FCU to pay overdrafts on everyday debit card transactions).

ODP Limit of \$300.00

- Members with no Direct Deposit* into a checking account, for Basic and Plus Membership levels.

ODP Limit of \$750.00

- Members with no Direct Deposit* into a checking account, for Platinum and Diamond Elite Membership levels.
- Members with Direct Deposit* into a checking account, for all Membership levels.
- Business Account members.

*evolve FCU considers a Direct Deposit to be an ACH deposit of a minimum of \$300.00 at least every 30 days.

- **Overdraft Privilege is not a line of credit;** it is a discretionary overdraft service that can be revoked or reduced at any time without prior notice.
- Overdraft Privilege may be discontinued if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within thirty (30) days for a minimum of one business day. You must bring your account balance positive for at least one business day to have Overdraft Privilege reinstated.
- Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all overdraft and fee amounts, as described in the Deposit Account Agreement and Disclosure. The total (negative) balance, including all fees and charges, is due and payable upon demand.

IMPORTANT INFORMATION REGARDING AVAILABLE BALANCE

evolve FCU authorizes and pays transactions using the **available balance** in your account. The **available balance** is comprised of the ledger balance (collected funds) less any debit card holds, and does not include any deposited funds on hold. evolve FCU may place a hold on deposited funds in accordance with our Deposit Account Agreement and Disclosure. If the funds in the available balance are not sufficient to cover a transaction, any available overdraft protection and/or the amount of the Overdraft Privilege limit, may be used to authorize and pay a transaction.

evolve FCU will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within three business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends the funds will be added to the **available balance** in your account. If your account is overdrawn after the held funds are added to the **available balance** and the transaction is posted to the **available balance**, a **\$32.00 Fee** will be assessed.

Things to remember:

Collected/Ledger (C/L) balance is the amount that is actually in the account. Available balance is the C/L balance minus any holds (debit card, check, or any other deposited funds that are on hold).

evolve FCU authorizes and pays transactions using the Available balance in your account.

A debit card transaction usually settles within three business days.

The hold amount may exceed the amount of the transaction. **The amount of the hold is determined by the merchant where the purchase was made NOT evolve FCU.**

The following is an example of a common APSN (Approve Positive Settle Negative) occurrence:

Assume your actual and available balances are both \$40, and you use your debit card at a restaurant to pay your bill totaling \$30. If the restaurant requests authorization in the amount of \$30, an authorization hold is placed on \$30 in your account. Your available balance is only \$10, but the actual balance remains \$40. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 is presented for payment. Because your available balance is only \$10 due to the \$30 authorization hold, your account will be overdrawn by \$30 when the check transaction is posted to your account even though your actual balance is \$40. In this example, if we pay the \$40 check in accordance with our standard overdraft services, we will charge you a fee for overdrawing your account as disclosed in the Schedule of Fees and Charges. The fee will also be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount to the restaurant. The transaction amount may be \$30 or a different amount (for example, if you added a tip). Because the amount of the restaurant charge exceeds your available balance at the time the charge is settled (i.e., at the time the merchant or its financial institution requests payment or the transaction posts to your account), we will charge you another fee for overdrawing your account, even though you had a sufficient available balance in your account at the time the restaurant charge was authorized and approved.

The example above is for illustration purposes only. To discuss your specific transaction, or if you have any questions about Overdraft Protection or Overdraft Privilege, please contact us at (915) 593-5866, Toll-Free (888) 373-3281, or email at mbrsvcs@evolvefcu.org.

WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have a sufficient available balance in your account to cover a transaction, but we pay it anyway. Please refer to the above **Discretionary Overdraft Privilege (ODP)** disclosure for a more thorough explanation of factors that determine when an overdraft occurs and when you may incur a fee for overdrawing your account. The terms of the **ODP** disclosure are incorporated herein, and both this document and the **ODP** disclosure are meant to be interpreted together. We can cover your overdrafts in two different ways:

1. We have standard overdraft coverage that comes with your account.
2. We also offer overdraft protection plans, such as a link to another account, which may be less costly than our standard overdraft coverage. To learn more, ask us about these plans.

This notice explains our standard overdraft coverage.

What is the standard overdraft coverage that comes with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We will not authorize and pay overdrafts for the following types of transactions without your consent.

- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. evolve FCU pays transactions using the Available Balance in your account.

If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if evolve FCU pays my overdraft?

Under our standard overdraft coverage:

- We will charge you a fee of up to \$32 each time we pay an overdraft
- There is no limit per day on the total fees we can charge you for overdrawing your account

What if I want evolve FCU to authorize and pay overdrafts on my everyday debit card transactions?

If you want us to authorize and pay overdrafts for which an Overdraft fee will be assessed everyday debit card transactions, you can click on the Overdraft Privilege (Reg E) option under the Services tab when logged into your eHome Banking, call (915) 593-5866 or Toll-Free (888) 373-3281, visit our website at <http://www.evolvefcu.org>, click on the More icon, click on the Overdraft Protection & Privilege link, complete the form below and present it at a branch or mail it to: 8840 Gazelle Dr. El Paso, TX 79925, or email it to mbrsvcs@evolvefcu.org. You can revoke your authorization for evolve FCU to pay these overdrafts at any time by any of the above methods. Your revocation must include both your name and your account number so that we can properly identify your account.

_____ I choose the **1 No Coverage** option. I understand that only Scheduled Approved Debit Card Payments will be paid from my account and no other transactions as shown within the chart on page 1.

_____ I choose the **2 Standard Coverage** option. I **DO NOT** authorize evolve FCU to pay my everyday Debit Card Transactions (anytime a Debit Card is used as method of payment).

_____ I choose the **3 Extended Coverage** option. I **DO** authorize evolve FCU to pay my everyday Debit Card Transactions (anytime a Debit Card is used as method of payment).

Member Signature: _____

Printed Name: _____

Date: _____ Account Number: _____