

## OVERDRAFT PRIVILEGE PROGRAM

It is the policy of State Employees Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

Our Overdraft Privilege program is not a line of credit. However, if you overdraw your account, we will normally pay the overdraft, subject to the limit of your overdraft privilege and the amount of the overdraft fee. State Employees Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Transactions that can be subject to the Courtesy Pay Overdraft Privilege program are share draft checks, ACH, ATM and Debit Card transactions. ATM and one-time debit card transactions require member Opt-In.

Any discretionary payment (or other negotiation or processing) by State Employees Credit Union of any NSF check, draft, ATM withdrawal or Debit Card purchase (or other item) does not obligate State Employees Credit Union to pay any additional non-sufficient fund item nor to provide prior notice of its decision to refuse to pay any additional non-sufficient fund transaction.

State Employees Credit Union's commitment is to always provide you with the best level of member service, now and in the future. If your consumer account has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least:

1. Bringing your account balance to a positive balance within every thirty (30) day period for a minimum period of 24 hours;
2. Not being in default on any loan or other obligation to State Employees Credit Union;
3. Not being subject to any legal or administrative order or levy;

State Employees Credit Union will normally pay overdrafts within the overdraft privilege limits, but payment by State Employees Credit Union is a discretionary courtesy and not a right or obligation. This privilege for consumer checking accounts will generally be limited to a maximum \$500 overdraft (negative) balance (\$700 with a Money Manager Account). Of course, any and all fees and charges, including without limitation the NSF fees, will be included as part of this maximum amount.

The total of the overdraft privilege (negative) balance, including any and all fees and charges, including all NSF 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 Important Account Information brochure.

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

The Truth in Savings Brochure 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 State Employees Credit Union with regard to your account. The Truth in Savings brochure (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Overdraft Privilege Program and the Important Account Information brochure. A copy of The Truth in Savings brochure is available to you on request from any State Employees Credit Union Of New Mexico.