

## Overdraft Privilege Account Disclosure

We believe it is important for you to use your checking account responsibly and to never intentionally overdraw your checking account. While we are happy to offer Overdraft Privilege to cover occasional overdrafts, we want to ensure you are aware of other options that may reduce the amount of overdraft fees you pay.

### Overdraft Protection Options:

Savings Transfer: If you have authorized us in advance, we can transfer available funds needed to cover overdrafts automatically from your savings account to checking account.

FlexLine: A line of credit offers unlimited transfers up to your approved credit limit. A line of credit is subject to credit approval and is based on your creditworthiness.

Overdraft Privilege: Overdraft Privilege is a service we add to your checking account to cover overdrafts to a set limit. With Overdraft Privilege, we will generally pay your overdraft items up to \$500.00, including fees. Whether your overdrafts will be paid is discretionary and we reserve the right not to pay. We may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. When we pay overdraft items for you, you will be charged our normal overdraft fee.

**Transactions Covered by Overdraft Privilege**: Overdraft Privilege will be available for all checks written, preauthorized automatic transfers, and ACH, recurring debit card, bill pay, and other transactions made using your checking account number. Overdraft Privilege will **not** be available for ATM and everyday debit card transactions **unless** you authorize the Credit Union by completing an A9 – ODP ATM & Debit Card Opt In/Out form.

- If you have authorized the Credit Union to pay an overdraft for ATM and everyday debit card transactions, we will charge you the following fees each time we pay an overdraft.

Transaction Amount	Fee
Less than \$10.00	\$5.00
\$10.00 to \$25.00	\$20.00
Over \$25.00	\$29.00

- Overdraft fees are **\$29.00** each for all checks written, preauthorized automatic transfers, and ACH, recurring debit card, bill pay, and other transactions made using your checking account number.
- We limit the number of overdraft fees applied to your account to four fees per day per account.
- Returned Non-Sufficient Funds (NSF) fees are **\$29.00** each time an item is returned unpaid.

**Suspension/Removal of Privilege**: You may be suspended or removed immediately from the Overdraft Privilege if:

- You do not bring your checking account to a positive balance within a 30 day period.
- You fail to meet our eligibility criteria. For eligibility criteria, please contact us either in person, by mail or by phone.

In person: Stop by one of our branches. For a list of our branches and hours, please visit our website at <https://www.bayportcu.org>.

Phone: 757-928-8850 or (toll free) 1-800-928-8801

Mail: One BayPort Way, Suite 350  
Newport News, Virginia 23606

- If we believe you are not managing your checking account in a responsible manner, which may harm you or us.

**Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees:** Please refer to the Important Account Information for Our Members brochure. The “Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees” section within the brochure is provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and NSFs is important and can help you avoid being assessed fees or charges.

**Waiver:** Credit Union’s forbearance from, or delay in, exercising any of the Credit Union’s rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this Overdraft Privilege disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the Credit Union’s rights, remedies or privileges.

You and the Credit Union agree that the exclusive remedy and forum for all disputes arising out of the Overdraft Privilege or your or Credit Union’s performance there under, except for matters you or Credit Union take to small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.

**Opt-Out:** If you do not want to have Overdraft Privilege, you may revoke your authorization at any time by contacting us either in person, by mail or by phone.

In person: Stop by one of our branches. For a list of our branches and hours, please visit our website at <https://www.bayportcu.org>.

Phone: 757-928-8850 or (toll free) 1-800-928-8801

Mail: One BayPort Way, Suite 350  
Newport News, Virginia 23606

We will provide you with an opt-out form to remove this benefit from your checking account. By opting out you are instructing us to return all unpaid items presented against insufficient funds.

If you opt-out, you will still be charged our **\$29.00** NSF fee for all checks written, preauthorized automatic transfers, and ACH, recurring debit card, bill pay, and other transactions made using your checking account number as stated in the Credit Union’s Fee Schedule as may be amended from time to time. If you choose to opt-in or opt-out of the Overdraft Privilege service, your selection will apply to all present and future accounts, whether jointly or individual held.

Members who receive a Social Security, federal direct deposit or any other entitlement benefit must opt-out if they do not want the Credit Union to apply those funds to pay an overdraft.

**Additional Information:** Please refer to your cardholder agreement - BayPort Credit Union Mastercard Debit Card Important Disclosure Information; A9-ODP ATM & Debit Card Opt In/Out form; and the Important Account Information for Our Members brochure as it describes the duties, obligations, and rights of depositors, authorized signatories and the Credit Union with regard to your deposit accounts. That Important Account Information for Our Members brochure (account agreement) is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them.

**Effective Date:** All information listed in this disclosure is effective as of June 28, 2021.