

Discretionary Oversight Advantage Disclosure

It is the policy of 3Rivers to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Master 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 3Rivers with regard to your checking account. The Master Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Oversight Advantage Disclosure and the Master Agreement. A copy of the Master Agreement is available to you on request from any 3Rivers employee and on our website at www.3riversfcu.org.

Oversight Advantage 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 then-existing Oversight Advantage limit and the amount of the overdraft fee. 3Rivers is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by 3Rivers of an overdraft check (or item, such as an ATM withdrawal) does not obligate 3Rivers 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 3Rivers's commitment to always provide you with the best level of service, now and in the future, if you maintain your account in good standing, which includes at least:

- A) Bringing your account to a positive balance within every thirty-five (35) day period for a minimum period of 1 business day;
- B) Not being in default on any loan or other obligation to 3Rivers and
- C) Not being subject to any legal or administrative order or levy,

3Rivers will have the discretion to pay overdrafts within the Oversight Advantage limits, but payment by 3Rivers is a discretionary courtesy and not a right of the member or an obligation of 3Rivers. An Oversight Advantage limit will be given to eligible consumers who have had their accounts open for a minimum of 30 days. This privilege for consumer checking accounts will generally be limited to a maximum of \$750.00 overdraft (negative) balance and a maximum of \$2,000.00 (negative) balance for business accounts. Of course any and all fees and charges, including without limitation, the non-sufficient funds fees (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 Oversight Advantage amount as a result of the assessment of a fee.



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Federally insured by the NCUA.

The total of the discretionary Oversight Advantage (negative) balance, which includes any and all fees and charges, including all non-sufficient funds/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 Deposit Account Agreement and Disclosure. Our standard Overdraft fee of \$33.00 will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means.

While 3Rivers 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 3Rivers and 3Rivers in its sole and absolute discretion, can cease paying overdraft at any time without prior notice of reason or cause. If you do not maintain your account in good standing, the Oversight Advantage limit will be removed.

For our consumer members, 3Rivers will not pay overdrafts for ATM or everyday debit card transactions unless 3Rivers has provided you with the notice required by §1005.17(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, 3Rivers will place a hold on your account for any ATM or everyday debit card transaction authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two business days after the transaction is authorized. The amount of the hold will be for the amount 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 members may discontinue having Oversight Advantage cover future transactions at any time by contacting us at **(800) 825-3641**.



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