

Dort Federal Credit Union
Discretionary Overdraft Privilege Disclosure
December, 2004

It is Dort Federal Credit Union (DFCU) policy to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

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 DFCU with regard to 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 Courtesy Overdraft Policy and the Deposit Account Agreement and Disclosure. A copy of the verbiage contained in the Deposit Account Agreement and Disclosure is available to you on request from DFCU.

DFCU is not obligated to pay any item presented for payment if your account does not contain sufficient available funds, and any discretionary payment (or other negotiation or processing) by DFCU of any non-sufficient fund check or checks (or other item) does not obligate DORT Federal Credit Union to pay any additional non-sufficient fund check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient fund check or item.

Pursuant to DFCU commitment to always provide you with the best level of member service, now and in the future, if your consumer account (primarily used for personal and household purposes) has been open for at least thirty (30) days, and thereafter you maintain your account in good standing, which includes at least:

- A) Making regular deposits consistent with your past practices,
- B) Depositing an amount equal to the amount of discretionary courtesy overdraft extended to you or more in your account within each thirty (30) day period and bringing your account balance to a positive balance within every thirty (30) day period;
- C) You are not in default on any loan or other obligation to DFCU and
- D) You are not subject to any legal or administrative order or levy.

DFCU will consider, as a discretionary courtesy and not a right or obligation, approving your reasonable overdrafts. This privilege for consumer checking accounts will generally be limited to a maximum of \$500 overdraft (negative) balances. Of course, any and all fees and charges, including without limitation the non-sufficient funds fees, continuous overdraft fees, and interest (provided in our fee schedules and deposit account agreement and disclosure), will be included.

The total of the discretionary courtesy overdraft (negative) balance, including any and all fees and charges, including all non-sufficient funds/overdraft fees, continuous overdraft fees and interest charges 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.

Again, approval of payment of reasonable overdrafts by DFCU on accounts in good standing (as described above) is only a discretionary courtesy, and not a right or obligation, is within DFCU's sole and absolute discretion, and can cease at any time without prior notice of reason or cause.