

**Florida Telco Credit Union**  
**Discretionary Overdraft Privilege Policy**

**It is the policy of Florida Telco Credit Union 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 Florida Telco Credit Union with regard to your 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 Policy and the Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from your Florida Telco Credit Union officer.

Overdraft privilege is not a line of credit. However, if you overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your overdraft privilege and the amount of the overdraft fee. Florida Telco Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment (or other negotiation or processing) by Florida Telco Credit Union of any non-sufficient funds draft or other item does not obligate or create an agreement or course of dealing for Florida Telco Credit Union to pay any additional non-sufficient funds draft or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient funds item or other item.

Pursuant to Florida Telco Credit Union's commitment to always provide you with the best level of 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, or if your commercial account has been open for at least sixty (60) days, and thereafter you maintain your account in good standing, which includes at least:

- A) Bringing your account balance to a positive balance within every thirty (30) day period for a minimum period of twenty four hours;
- B) You are not in default on any loan or other obligation to Florida Telco Credit Union and
- C) You are not subject to any legal or administrative order or levy,

Florida Telco Credit Union will normally pay overdrafts within the overdraft privilege limits, but payment by Florida Telco 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 of \$300, \$500 or \$750 overdraft (negative) balances. 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.

The total of the discretionary overdraft privilege (negative) balance, including 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.

Again, while Florida Telco Credit Union 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 Florida Telco Credit Union and Florida Telco Credit Union in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.

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