



OVERDRAFT PROTECTION PROGRAM FOR BUSINESS ACCOUNTS

Thank you for allowing Rally Credit Union (Credit Union) to serve your financial needs. We are committed to providing you with superior service and transparency when changes take place on your account. Our goal is to make your business account relationship as easy as possible, including understanding fees and account options.

We want to make you aware that beginning January 10, 2023, we are providing your business checking account our *Courtesy Pay* overdraft service for all check, bill pay, debit card and ATM transactions. We will, at our discretion, strive to pay all such transactions even if funds are not available based on your relationship. Doing so may result in the account going into overdraft and being assessed an insufficient funds charge. While the decision to pay, return, or decline an item remains in our discretion, we want to ensure you understand this program and options available.

- **You are NOT required to have this service on your business account.** Removing *Courtesy Pay* means that we may return items presented against insufficient funds and may assess applicable insufficient funds charge per our current fee disclosure.
- **Payment of items into overdraft is done so with the understanding that you will be making an immediate deposit to return your account to a positive balance.** If your account balance remains consistently overdrawn or we believe that you are not managing your account in a responsible manner, we may not be able to strive to pay items presented against insufficient funds. Items presented may be returned and applicable insufficient funds charge assessed per our current fee disclosure.
- **Checking accounts that remain overdrawn more than 60 days may be closed and/or charged off.** Closed and/or charged off accounts may be reported to national credit reporting agencies which may have a negative impact on your ability to open future banking relationships.
- **Linking another account to your checking account can save you money.** Linking another business checking or savings account will automatically transfer funds when needed, subject to an account transfer fee, to avoid an insufficient funds charge.
- **This is a discretionary service.** Eligible business accounts in good standing will be covered by our service. The following criteria is used to determine good standing:
 - ***You make regular deposits consistent with your past practices;***
 - ***You keep current on loan obligations with the Credit Union;***
 - ***You do not have a charged off loan or account;***
 - ***You do not have a current bankruptcy;***
 - ***Your account is not subject to legal action or restrictions (i.e. garnishments, liens, etc.); and***
 - ***If any items have been paid into overdraft, the account has been brought back to an end of day positive balance at least once within 30 days.***

Business Banking Account Agreement - Your business banking account agreement describes the duties, obligations, and rights of depositors, authorized signatories and the Credit Union with regard to your deposit accounts. That 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.

Waiver: The 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 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.

Remedy: You and the Credit Union agree that the exclusive remedy and forum for all disputes arising out of *Courtesy Pay* or your or the Credit Union's performance there under, except for matters you or the 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.

Please contact us via phone at 361-986-4500/800-622-3631, via email at info@rallycu.com or by visiting one of our branches if have any questions, would like to remove overdraft service or link another account.