

**PRIVILEGE PAY POLICY:** It is Amplify Federal Credit Union's (AMPLIFY) policy to comply with applicable laws and regulations and to conduct business in a safe and sound manner.

**We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds.** Rather than automatically returning, unpaid, any non-sufficient funds items that you may have, if your eligible account (primarily used for personal and household purposes) has been open for at least ninety (90) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices, and depositing at least \$500 or more in your account within each thirty (30) day period, (B) You are not in default on any loan obligation to AMPLIFY, (C) You bring your account to a positive balance (not overdrawn) at least once every fourteen (14) days, (D) you maintain an average account balance consistent with your past practices, and greater than an average balance of \$500 and (E) Your account is not the subject of any legal or administrative order of levy, then at periodic intervals (monthly) your account will be reviewed for eligibility into one of 3 Privilege Pay tiers. These tiers will be limited to \$200 overdraft (negative) balance, or a \$500 overdraft (negative) balance or a \$750 overdraft (negative) balance, depending on your average account balance and your average monthly deposit amounts. In the months when your account is eligible for a Privilege Pay tier, **we will consider, without obligation on our part, approving your reasonable overdrafts. Of course, any and all fees and charges, including without limitation our nonsufficient funds/overdraft fees (as set forth in our fee schedules) will be included in this limit and will apply to any transaction that overdraws your account including, but not limited to, payments authorized by Check or Debit Card, and ACH/Electronic Items. This discretionary service will be called "Privilege Pay".**

AMPLIFY will retain the right to refuse to pay an overdraft at any time, even though it may have previously paid the overdrafts. Members will be informed by mail (or email) of any NSF items paid or returned that the account may have. However, AMPLIFY has no obligation to notify the member before it pays or returns an item. The amounts of any overdrafts, plus applicable fees, are due and payable on demand. If AMPLIFY pays an overdraft on an account with more than one (1) owner on the signature card, all owners drawing/presenting the item (thereby creating the overdraft), are jointly and severally liable for such overdrafts plus applicable AMPLIFY fees. Collection steps will be taken on accounts whose negative balances exceed fourteen (14) calendar days.

**LIMITATIONS:** Privilege Pay is available only on personal checking accounts. AMPLIFY may limit the number of accounts eligible for Privilege Pay to one per household. Additionally, AMPLIFY reserves the right to disapprove overdrafts against any account until it can verify that the account is being maintained in good standing (as defined above).

**OPT OUT NOTIFICATION:** AMPLIFY will automatically review each share draft account for eligibility into the Privilege Pay program. A member may opt-out of the Privilege Pay Overdraft Program by notifying AMPLIFY and by filling out an Opt-Out Request form.

**ACCOUNT FEES:** Whether AMPLIFY returns or pays an NSF item, a flat per-item handling fee will be charged to the member's account as an NSF Fee or a Privilege Pay item, as set forth in AMPLIFY's fee schedule.

**PRIVILEGE PAY DISCLAIMER:** AMPLIFY's Privilege Pay plan is non-contractual and discretionary. It is not an AMPLIFY obligation and AMPLIFY may refuse to provide the service on any checking account at any time and from time to time. The member does not have a contractual right to an overdraft privilege, nor is it guaranteed by the Privilege Pay plan.