

Radiant Credit Union
Discretionary Courtesy Pay Policy

It is the policy of Radiant Credit Union (“Radiant”) to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Radiant Terms and Conditions as well as the Truth-In-Savings Disclosure provided to you at the time you opened your account with us control the duties, obligations and rights of the Depositor, the Authorized Signatories and Radiant with regard to your checking account. The Radiant Terms and Conditions (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Courtesy Pay Policy and the Radiant Terms and Conditions and Truth-In-Savings Disclosure. Copies of the Radiant Terms and Conditions and the Truth-In-Savings Disclosure are available to you on request from your Radiant Credit Union Member Service Representative or through Home \$Banking.

Courtesy Pay 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 Courtesy Pay and the amount of the overdraft fee. Radiant is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Radiant of an overdraft check (or item, such as an ATM withdrawal) does not obligate Radiant 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 Radiant’s commitment to always provide you with the best level of service, now and in the future, your consumer account (primarily used for personal and household purposes) must have been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least:

- A) Bringing your account to a positive balance within every twenty-one (21) day period;
- B) Maintaining a Par value in your regular share account;
- C) Not being in default on any loan or other obligation to Radiant Credit Union; and
- D) Not being subject to any legal or administrative order or levy.

Radiant will have the discretion to pay overdrafts within the Courtesy Pay limits, but payment by Radiant is a discretionary courtesy and not a right of the member or an obligation of Radiant. This privilege for consumer checking accounts will generally be limited to a maximum of \$1,000.00. Of course, any and all fees and charges, without limitation, to include 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 Courtesy Pay amount as a result of the assessment of a fee.

The total of the discretionary Courtesy Pay (negative) balance, which includes any and all fees and charges, including all non-sufficient funds/courtesy pay fees is due and payable upon demand. Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Radiant Terms and Conditions as well as the Truth-In-Savings Disclosure. Our standard Courtesy Pay fee per published fee schedule will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means. The order in which transactions are received and processed may impact the total amount of fees incurred. Transactions are processed in the order in which they are received at Radiant (first in-first out).

While Radiant 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 customer/member or an obligation of Radiant and Radiant in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.

Radiant will not pay overdrafts for ATM or everyday debit card transactions after August 15, 2010 unless you have opted into the payment of these overdrafts and Radiant has provided you with the notice required by section 205.17(b) of Regulation E.

In order to avoid overdrafts due to ATM and everyday debit card transactions, Radiant will place a hold on your account for any ATM or everyday debit card transaction authorized for three days. ATM and everyday debit card transactions usually settle within three 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.

In addition, you may opt out of the Courtesy Pay services for check, ACH and debit card bill payment transactions at any time by contacting one of our Member Services Representatives at 1-877-786-7828.