

Argent Federal Credit Union
Discretionary CheckPrivilege Disclosure

It is the policy of Argent Federal Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Membership and Account Agreement 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 Argent Federal Credit Union with regard to your checking account. The Membership and Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary CheckPrivilege Disclosure and the Membership and Account Agreement. A copy of the Membership and Account Agreement is available to you on request from Argent Federal Credit Union.

The CheckPrivilege service 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 CheckPrivilege and the amount of the overdraft fee. Argent Federal Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Argent Federal Credit Union of an overdraft check (or item, such as an ATM withdrawal) does not obligate Argent Federal Credit Union 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 Argent Federal 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 24 hours;
- B) Not being in default on any loan or other obligation to Argent Federal Credit Union and
- C) Not being subject to any legal or administrative order or levy

Argent Federal Credit Union will have the discretion to pay overdrafts within the CheckPrivilege limit, but payment by Argent Federal Credit Union is a discretionary courtesy and not a right of the Member or an obligation of Argent Federal Credit Union. This privilege for consumer checking accounts will generally be limited to a maximum of \$500.00 overdraft (negative) balance. This privilege for commercial accounts will generally be limited to a maximum of \$500.00 overdraft (negative) balance. Of course, any and all fees and charges, including without limitation the non-sufficient funds fees (as set forth in our Fee Schedules and Membership and Account Agreement), will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the CheckPrivilege amount as a result of the assessment of a fee.

The total of the discretionary CheckPrivilege (negative) balance, which includes 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 Membership and Account Agreement with a maximum repayment period of 30 days. Our standard overdraft fee of \$30.00 will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-branch withdrawals, or by other electronic means. Transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred.

While Argent Federal 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 Argent Federal Credit Union and Argent Federal Credit Union in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.

For our consumer members Argent Federal Credit Union will not pay overdrafts for ATM or everyday debit card transactions unless Argent Federal Credit Union has provided you with the notice required by section 205.17(b) of Regulation E and you have opted in to the payment of these overdrafts. In order to avoid overdrafts due to ATM and everyday debit card transactions, Argent Federal Credit Union will place a hold on your account for any ATM or everyday debit card transaction authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two 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.

Both consumer and commercial accountholders may opt out of the CheckPrivilege service for check, ACH and debit card bill payment transactions at any time by contacting one of our Member Service Representatives.