

SARATOGA'S COMMUNITY FEDERAL CREDIT UNION

23 Division Street
Saratoga Springs, NY 12866
518.583.2323
Fax: 518.583.9143
www.saratogafcu.org

Overdraft Privilege Disclosure

Business Accounts

Effective January 25, 2012

It is the policy of Saratoga's Community Federal Credit Union (the Credit Union, we, us or our) to comply with the applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

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. We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds.

A negative balance may result from:

- the payment of checks, electronic funds transfers, or other withdrawal requests;
- payments authorized by you;
- return of unpaid items deposited by you;
- the imposition of applicable fees or service charges;
- the deposit of items which, according to the Credit Union's Funds Availability Policy, are treated as not yet available or paid

Rather than automatically returning, unpaid, any items that you may have, if your eligible account has been opened for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least:

- continuing to make deposits consistent with your past practices;
- you are not in default on any loan or other obligation to the Credit Union;
- you bring your account to a positive balance at least once every thirty (30) days for a minimum of 24 hours;
- your account is not subject to any legal or administrative order or levy; we will consider, without obligation on our part, approving your overdrafts.

This discretionary service will generally be limited to a \$1000 overdraft (negative) balance for any Business Checking Account. Any and all fees and charges, including without limitation our overdraft fees, as set forth in our fee schedule, will be included in this limit.

We may refuse to pay an overdraft for you at anytime, even though your account is in good standing and even though we may have previously paid overdrafts for you. We have no obligation to notify you before we pay or return any item. You will not be notified of any items paid or returned that you may have.

The amount of any overdrafts plus our Overdraft Fees that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account by more than one (1) owner on the signature card, each owner and agent drawing/presenting the item creating the overdraft shall be jointly and severally liable for such overdrafts plus any fees.

Transactions will be limited to checks, ACH and other transactions made using your account number, automatic bill payments, on-line bill payments and transfers and recurring debits. ATM and one-time debit card transactions will not be covered unless you have provided your consent. Money Market accounts are not eligible for this service.