

## Overdraft Privilege Policy

It is the policy of Fidelity Co-operative Bank (the bank, "we", "us", or "our") to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

A non-sufficient funds (negative) balance may result from: **A)**The payment of checks, electronic funds transfers, or other withdrawal requests; **B)**Payments authorized by you; **C)**The return, unpaid, of items deposited by you; **D)**Our Fees/Charges; **E)**The deposit of items which according to our Funds Availability Policy, are treated as not yet "available" or finally paid.

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 has been open at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: **A)**Continuing to make deposits consistent with your past practices, **B)**You are not in default on any loan obligation to us. **C)**You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days, and **D)**Your account is not the subject of any legal or administrative order or levy, we will consider, without obligation on our part, approving your reasonable overdrafts; as a purely discretionary overdraft "privilege" or "courtesy". This discretionary service will generally be limited to a \$700 overdraft (negative) balance for Basic Checking accounts, \$1,000 overdraft (negative) balance for other eligible personal and D/B/A checking accounts, \$1,500 overdraft (negative)balance for LifeDesign Select accounts, AccessPlus Select Checking, and Business accounts (subject to approval). Of course, any and all fees and charges, including without limitation our non-sufficient funds/overdraft fees (as set forth in our fee schedules) will be included in this limit and will apply to any transaction that may overdraw your account (see "ELIGIBLE ACCOUNT AND TRANSACTION TYPES").

We may refuse to pay an overdraft for you at any time, even if your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s) that you owe us shall be due and payable upon demand.

If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s).

**LIMITATIONS:** Savings Type Accounts, Money Market Accounts, Public Fund / Charitable Organization Accounts, Student Minor Accounts, and Other Minor Accounts (not of legal age) are not eligible. We may limit the number of accounts eligible for Overdraft Privilege Service to one account per household and/or one account per tax payer ID.

**ELIGIBLE ACCOUNT TYPES:** The account types that are eligible for the Overdraft Privilege Service are: **NOW Account; D/B/A Now Account; Basic Checking; Basic Checking II; Small Business Checking; Free Small Business Checking; LIFEDESIGN<sup>SM</sup> Checking; LIFEDESIGN Plus Checking; LIFEDESIGN Free Checking; LIFEDESIGN At Work; LIFEDESIGN Select Checking; Access Plus Select Checking; Super Select Checking; Business Cash Management Checking.**

**ELIGIBLE TRANSACTION TYPES:** Each transaction/item initiated for payment against your checking account(s) may be processed by us using your assigned Overdraft Privilege Service limit, including without limitation: Checks, ACH, Electronic Items, our ATMs, foreign ATMs / Debit Card / Check Card, Internet/Online Banking (bill payment), and Telephone Banking transactions.

**OPTIONAL OVERDRAFT PROTECTION SERVICES:** You may apply for overdraft protection from an established line of credit account and/or funds transfer from a designated asset account. If you qualify for these services, you may save money on the fees/charges you pay us for overdraft protection.

**CUSTOMER OPT-OUT:** You may choose at any time to not participate in our Overdraft Privilege Service by notifying one of our customer service representatives.

**IF YOU NEED HELP:** Of course, overdrafts should never be used to finance ordinary or routine expenses—and you should not rely on overdrafts to cover these expenses. If at any time you feel you need help with your financial obligations please contact a customer service representative at **800.581.5363**.

**ALWAYS A DISCRETIONARY SERVICE:** Our Overdraft Privilege Service does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of ours or by us. This service represents a purely discretionary privilege or courtesy that we may provide to you from time to time and which may be withdrawn or withheld by us at any time; without prior notice or reason or cause.