

PRIVILEGE PAY/DEBIT CARD PRIVILEGE PAY DISCLOSURE

It is Amplify 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 the available balance in 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 checking account has been open for at least sixty (60) days and thereafter you maintain your account in good standing, which includes at least:

- (A) Continuing to make deposits consistent with your past practices:
- Have direct deposit,
 - or depositing at least \$200 or more in your consumer checking account within each thirty (30) day period,
 - or depositing at least \$1500 or more in your business checking 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) 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 our Privilege Pay tiers:
- Consumer tiers will be limited to \$200, \$500, \$750 or \$1000 overdraft (negative) balance, depending on your average account balance and your average monthly deposit amounts.
 - Business tier will be limited to \$1500 overdraft (negative) balance, depending on your average business account balance and your average monthly deposit amounts.

In the months when your account is eligible for a Privilege Pay tier, **AMPLIFY will consider, without obligation on our part, approving your reasonable overdrafts. Any and all fees and charges, including without limitation our Privilege Pay fees (as set forth in our fee schedules) will be included in your overdraft limit. As described below, we use your available balance when determining whether a transaction will cause your account to overdraft and for charging Privilege Pay fees. A Privilege Pay fee will be charged on any transaction that Amplify pays that overdraws your account including, but not limited to, payments authorized by check and ACH/electronic items.**

Our discretionary overdraft service is called "Privilege Pay". The discretionary overdraft service of authorizing and paying overdrafts of ATM and debit card everyday transactions (swiped or PIN-based) is called "Debit Card Privilege Pay".

NOTE: Members are required to opt-in for Debit Card Privilege Pay to activate this service. Please see the "What You Need to Know About Overdrafts and Overdraft Fees" disclosure on the Debit Card Privilege Pay Consent Form for more information. The opt-in for Debit Card Privilege Pay does not apply to any of our business member accounts.

AMPLIFY retains 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 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/Debit Card Privilege Pay is available only on personal and business checking accounts. AMPLIFY may limit the number of accounts eligible for Privilege Pay/Debit Card Privilege Pay to one per household or business. 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 checking account for eligibility into the Privilege Pay program. A member may opt-out of the Privilege Pay/Debit Card Privilege Pay Overdraft Program by notifying AMPLIFY and by filling out an Opt-Out Notice for Privilege Pay Overdraft Program form. A member may retain Privilege Pay services but revoke (cancel) Debit Card Privilege Pay by notifying AMPLIFY and filling out the REMOVE COVERAGE section of the Debit Card Privilege Pay Consent Form in person at any branch location, online at www.goamplify.com or by phone at (512) 836-5901.

ALTERNATIVES TO PRIVILEGE PAY: Amplify offers other ways of covering your overdrafts that may be less expensive than Privilege Pay. These alternatives include linking your checking to another deposit account or to a line of credit.

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

PRIVILEGE PAY/DEBIT CARD PRIVILEGE PAY DISCLAIMER: AMPLIFY's Privilege Pay/Debit Card 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/Debit Card Privilege Pay plan.

CHECKING ACCOUNT BALANCE: Your checking account has two kinds of balances: the current balance and the available balance. The current balance is the amount of money that is actually in your account at any given time. It reflects transactions that have posted to your account, but it does not include transactions that have been authorized and are pending. For example, your account may have purchases, holds, fees, other charges, or deposits made on your account that have not yet posted and, therefore, will not appear in your current balance. Your available balance is the amount of money in your account that is available to you to use without overdrawing your account. The available balance takes into account holds placed on deposits and pending transactions (such as pending debit card purchases) that have been authorized but that have not yet posted to your account. AMPLIFY uses your available balance to determine whether sufficient funds are available when transactions attempt to clear the account. Therefore, if your available balance is \$30 and a transaction for \$50 attempts to clear the account, a NSF fee or Privilege Pay fee may be charged depending on whether AMPLIFY pays the transaction. It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect outstanding checks and automatic bill payments (or other outstanding transactions) that you have authorized but that have not yet posted to your account.

TRANSACTION PROCESSING: Transactions will be processed against the available balance in the account at the time of processing. Importantly, the current balance and available balance may differ as the available balance may be reflective of any pending ATM or debit card transactions that have not posted to the account or due to check holds. AMPLIFY uses your available balance when determining whether a transaction will cause your account to overdraw and for charging NSF or Privilege Pay fees. 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. There are many ways transactions are presented for payment by merchants and AMPLIFY is not necessarily in control of when transactions are received. AMPLIFY may receive multiple deposit or withdrawal transactions on your account in many different forms throughout each business day. This means you may be charged more than one fee if multiple transactions overdraw your accounts.