

SHARE DRAFT DISCLOSURE

11/09

Eligibility:

1. You must be a member in good standing of the North Tonawanda Community Federal Credit Union.
2. You must maintain an active share account.
3. You must be at least 18 years of age or a Co-owner must apply and be responsible for the account.
4. A member who has had a past history of problem delinquency may be denied a share draft account.
5. If the share draft committee requires a credit check, it will be done thru Trans Union, Equifax or Experian.
6. A member who has filed bankruptcy or has had a judgment filed against them may be denied a share draft account.

Dividends:

1. No dividends are paid on share draft accounts.

Minimum Balance Requirements:

1. No minimum balance is required.
2. A share draft account carrying a negative balance may be reason for closing a share draft account.
3. If an account continues to carry a negative balance after 45 days, the negative balance may be transferred to an Overdraft Loan and may be turned over for immediate collection. The maximum negative balance due to non-sufficient funds or courtesy pay will be \$1,000.00.

Purchase of Share Drafts:

1. All share draft checks must be purchased through the credit union office from Harland Clarke.
2. Share Draft printing costs will be deducted from your share draft account by Harland Clarke through an ACH billing.
3. The credit union will not be responsible for incorrect micro line numbers on drafts from outside vendors.

Deposits:

1. Automated Clearing House transactions may be initiated through the vendor (or company) to be credited or debited to your account.
2. Deposits of cash or checks may be made in the Credit Union office.
3. Payroll deduction to a share draft accounts can be initiated through the credit union office.

Member Responsibilities:

1. If a member's control over the drafts (checks) is lost in any way, such as theft, loss or unauthorized use, the Credit Union must be promptly notified so that protective measures can be taken.
2. Each member will have the responsibility for detecting unauthorized drafts in the monthly statement, and the member will have to give the Credit Union notice of any unauthorized drafts within 20 days after the statement is mailed.
3. Each member is responsible for reconciliation of his or her share draft account.

4. It is the member's responsibility to have sufficient funds in his/her account before writing drafts.
5. The Credit Union reserves the right to revoke a member's share draft account because of continual misuse of it.
6. If a member has 3 Non-sufficient Funds transactions with the first 90 days of membership the credit union may close the checking account.
7. If nine (9) Non-Sufficient Funds transactions occur in a year's time, the Credit Union may opt to close that member's share draft account.
8. No transfers will be made from share accounts if it is going to affect your designated loan payment funds.
9. Transfers between different account numbers may only be done by phone if your name is on both accounts. Otherwise, written permission must be given prior to the transfer being done.
10. A Disclosure Statement must be signed when a Share Draft account is opened. (See attached copy).
11. No member shall deposit a draft from his/her account for the purpose of increasing the balance of the account.
12. A monthly statement shall be provided to members with share draft accounts and all Over-Draft account activity.

Overdraft Protection:

1. The credit union will provide overdraft protection. The overdraft protection amount will not exceed a maximum to be established by the Board of Directors. The share transfer increment amount will be \$10.00. Overdraft protection lines of credit will be evaluated separately with regards to other unsecured and secured lending limitations. The transfers from O/D LOC will be in increments of \$25.00. The maximum amount for O/D LOC will be \$2000.00. There may be a 90-day waiting period for new members on approval of an O/D LOC.
2. Annual Percentage Rate & Term: The overdraft protection line of credit rate will be based on the current line of credit rate as approved by the BOD. The maximum term will be 36 months.
3. Transfer Fees: The credit union will impose a transfer fee of \$1.00 for automated transfers and \$5.00 for manual transfers from regular share accounts to cover a check transaction.
4. The credit union may on occasion pay an EFT transaction and take a member account negative (courtesy pay) and charge a fee equal to the NSF fee.

Fees & Charges:

NSF Deposit Fee per item	\$30.00	NSF Share Draft per item	\$30.00
NSF ATM/DC Fee per item	\$30.00	NSF ACH Fee per item	\$30.00
SD/ACH Stop Payment Fee	\$10.00	Manual Transfer Fee	\$ 5.00
Automated O/D Trfr Fee	\$ 1.00	Draft Check Copy	\$10.00
ATM/DC Excess WD Fee	\$ 1.00	PAC or Check Fee	\$ 1.50
ATM/DC Replacement Fee	\$10.00	Draft Statement Copy	\$1.00 per page with
Courtesy Pay Fee per item	\$30.00		Maximum of \$5.00

North Tonawanda Community Federal Credit Union
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I have received, read and agreed to the North Tonawanda Community Federal Credit Union's Share Draft disclosure statement, policy and agreements.

The Share Draft accounts are subject to all the terms and conditions in the Share Draft Agreement, and any other terms and conditions the Credit Union establishes from time to time.

	Opt-In	Opt-out	
Overdraft Protection:	_____	_____	
SHARES	_____	_____	
O/D LOC	_____	_____	

<u>NSF FEE PER ITEM</u>	\$30.00	<u>CPAY FEE PER ITEM</u>	\$30.00
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Signature	Date
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Signature	Date
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Witness	Date
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	# of Cards	YES	NO
ATM Only	_____	_____	_____
ATM/DC	_____	_____	_____

Acct# _____ ATM# _____

SH _____ ATM/DC# _____

LOC _____

Acct# _____

SH _____