



MUNICIPAL CREDIT UNION OVERDRAFT PROTECTION LINE OF CREDIT AGREEMENT

Interest Rates and Interest Charges

APR for Cash Advances	17.90%
Minimum Interest Charge	None
Paying Interest	You will be charged interest from the transaction date.

Fees

Annual Fee	None
Penalty Fees	
• Returned Payment	\$10
• Late Payment	None
• Over-the-Credit-Limit	None

How We Will Calculate Your Balance: We use a method called “daily balance (including new transactions).” See Section 4 of the Overdraft Protection Line of Credit Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

This is the Agreement and disclosure that will cover your Overdraft Protection Line of Credit Account (“Account”) with Municipal Credit Union (“MCU”).

PLEASE READ THIS AGREEMENT CAREFULLY. BY OPENING, MAINTAINING, OR USING YOUR ACCOUNT OR ANY RELATED SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE WHICH MAY REQUIRE YOUR EXPRESS CONSENT.

- 1. IMPORTANT NOTICES:** Do not use your Account before you read this Agreement or if this Agreement contains any blank space. You are entitled to a completely filled-in copy of this Credit Agreement.
- 2. LOANS:** Within the credit limit established for your Account, MCU will loan you money whenever the balance in your FasTrack Checking Account or Basic Share Draft Account is insufficient to cover a withdrawal from your FasTrack Checking Account or Basic Share Draft Account (whether the item was drawn by you or by others with authorized access to your FasTrack Checking Account or Basic Share Draft Account). These loans (cash advances) will be made by advancing money from your Overdraft Protection Line of Credit Account to your FasTrack Checking Account or Basic Share Draft Account. However, MCU will have no obligation to advance money from your Account if your Account balance exceeds or, after the advance, would exceed your credit limit.
- 3. CREDIT LIMIT:** Your limit is shown on the approval letter you received with this Agreement. You agree not to allow the balance on your Account to go over the maximum credit limit. You can apply for a change in your credit limit, up to a maximum of \$2,000.00, at any time.



4. YOUR PROMISE TO PAY: You agree to repay MCU for all credit extended to you from your Account, together with interest and all other charges, at the times and in the amounts indicated below. This promise applies whether or not the credit extended to you is within your credit limit.

5. INTEREST CHARGE INFORMATION: An interest charge (finance charge) will be imposed if there is a principal balance owing on your Account at the end of any day. This interest charge will begin to accrue on the date the advance is posted to your Account and will continue until the advance is paid in full. There is no “grace period” or other time period within which any advance may be repaid without incurring an interest charge. We figure the interest charge on your account by applying the daily periodic rate of .04904%, which corresponds to an **ANNUAL PERCENTAGE RATE of 17.90%**, to the “daily balance” of your account each day in the billing cycle (calendar month). To get the “daily balance” we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits. This gives us the daily balance.

6. MINIMUM PAYMENTS: A minimum payment is due every month. The minimum payment will be due thirty (30) days after you first access your credit line and on the monthly anniversary of such date for each succeeding month until the entire Account balance is paid in full. It will be figured as follows:

If the entire Account balance (including accrued interest) on the minimum payment due date is:	Your minimum payment due will be:
\$50.00 or less	The entire Account balance
Over \$50.00	\$50.00 plus any past due amounts

If MCU permits you to exceed your credit limit, you also agree to reduce your outstanding balance to an amount within that credit limit upon MCU’s demand that you do so. You may, at any time, pay more than the amount then due, thereby reducing your future interest expense. There is no charge of any kind for paying off all or a part of the Account balance early. However, even if you do make some extra or some early payments, you still must make at least the minimum payment every month until the Account balance is paid in full.

7. ACCOUNT REVIEW: From time to time MCU will review your Account and update the information regarding your financial affairs. You agree to furnish MCU with whatever information regarding your financial affairs it may reasonably request.

8. DEFAULT: MCU is authorized to close your Account without advance notice and declare the entire Account balance payable immediately upon the occurrence of any of the following:

- (i) You do not pay MCU the minimum payment due on or before the payment due date;
- (ii) You fail to meet any other obligations to MCU under this Agreement;
- (iii) The credit privileges under the Account are misused or used fraudulently;
- (iv) Any representation in the information regarding your financial affairs you provide MCU for the Account proves to be false;
- (v) You become the subject of any bankruptcy or similar proceeding, or you die.

If any of the above happens, you agree to make immediate, full payment of the Account balance. If you do not pay MCU as agreed, you agree to pay for the actual collection costs, including reasonable attorney fees MCU incurs in enforcing this Agreement.



9. CANCELLATION: You or MCU can cancel your Account at any time. If there are joint tenants on your FasTrack Checking Account or Basic Share Draft Account, and if one but not all of you requests or instructs MCU to cancel the borrowing privileges of the other(s) but not to cancel the Account, at its option MCU may ignore the request or instruction, may follow the request or instruction, or may suspend the borrowing privileges of all of you pending the resolution of any potential disputes among you. If you are not in default when your Account is canceled you may continue to make monthly payments on your Account as provided in the Minimum Payments section until your Account is fully repaid. Of course, if you commit any of the defaults listed in the Default section after your Account is canceled but before your Account balance is fully repaid, MCU can exercise any and all of its rights described in the Default section.

10. AMENDMENT: You agree that MCU may amend this Agreement, including the amount of or method of determining the interest charge and Annual Percentage Rate, upon prior written notice in accordance with the Truth-in-Lending Act or other applicable law. You further agree that such changes may apply to your existing Account balance, as well as to the future use of the Account.

11. RETURNED ITEM FEE: We will charge you a returned item fee of \$10.00 whenever your payment is returned to us for insufficient funds or any other reason. This fee will appear on your statement as a “N.G. Check Charge”.

12. PAYMENT ALLOCATION: Your payment will be applied in the manner and order we elect to any of these costs you owe: (1) collection costs, (2) fees and other service charges, (3) late charges, (4) finance charges, and (5) unpaid principal balance of accrued advances.

13. NOTICE: Notices to MCU are to be sent to the address shown on your last statement, to be effective as soon as MCU has an opportunity to act upon the notice. Any statement for your Account or any notice concerning your Account or this Agreement MCU sends you will be sent to your current mailing address as shown in our records concerning your Account. Notices may be sent by regular mail and will be effective when mailed unless the notice states differently. Except as otherwise provided in the Cancellation section of this Agreement, if there are joint tenants on your FasTrack Checking Account or Basic Share Draft Account, notices to or from one of you will be considered to be to or from all of you and you each agree to keep each other informed as to any of such notices.

14. NO NOTICE OR LOSS OF RIGHTS: MCU does not have to notify you if any amount owing under this Agreement is not paid by the day it becomes due. MCU can do any of the following without notifying you or losing any right against you:

- a. Accept a check or order marked “paid in full” or with similar language, as a payment under this Agreement, or
- b. Give additional time for payment of any amount owing under this Agreement, regardless of the length of any additional time we previously gave, or
- c. Exercise, give up, fail to exercise or delay exercising any right against any person.

15. JOINT AND SEVERAL LIABILITY: If there are joint tenants on your FasTrack Checking Account or Basic Share Draft Account, “you” and “your” will apply to each of you. All checks and billing statements may be mailed or delivered to the address given on the application for this Account. This means that each of you will have the right to use the Account to obtain loans from it, so long as the Account credit limit is not exceeded, and each of you will be liable for all amounts owing on the Account whether borrowed by you or the other person(s) and whether within or beyond the credit limit. Your liability will be joint and several.

16. MILITARY LENDING ACT DISCLOSURE: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums, fees for ancillary products sold in connection with the credit transaction; any



application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

In the event that any of the terms or provisions of this Agreement are proscribed by the Military Lending Act, such terms or provisions shall not apply to this Agreement or your Account. The remaining terms and provisions of this Agreement, that are not affected thereby, shall remain in full force and effect.

Please call Municipal Credit Union at (800) 323-6713, choose option “2” and select option “3” to receive important oral disclosures pursuant to the Military Lending Act.

17. GOVERNING LAW: You agree that this Agreement will be governed by New York State laws.

Rev. 11/28/2022