



# CHECKING OVERDRAFT LINE OF CREDIT

## ODLOC AGREEMENT

This Credit Agreement and Truth-In Lending Disclosure will be referred to as "this Plan" and will govern borrowing pursuant to signature advances, checking line-of-credit advances to cover overdrafts, Visa Check Card advances to cover overdrafts, and direct access to your overdraft line of credit at Reliant ATMs with your Visa Check Card. "You" and "your" mean each person who accepts this Plan. The "Credit Union" means Reliant Community Federal Credit Union.

### 1. HOW THIS PLAN WORKS

If the funds available in your checking account are not sufficient to cover an item presented for payment, an advance will occur from your Checking Overdraft Line of Credit. The amount advanced will be the exact amount (subject to your credit limit) necessary to pay this item. The Credit Union, however, is not required to make advances to you under this Plan and can refuse a request for an advance at any time.

### 2. CREDIT LIMIT

For purposes of this Plan, "Credit Limit" is defined as the amount of credit available to you for this Overdraft Line Of Credit.

### 3. PROMISE TO PAY

You promise to repay to the Credit Union all advances made to you under this Plan and any applicable charges described in this agreement.

The minimum monthly payment due is 4.00% of the outstanding balance, or \$15.00, whichever is greater. Payments are due the 20<sup>th</sup> of each month, unless a different date is set by the Credit Union at the time of an advance or is told to you in writing by the Credit Union.

Payments must include any amounts past due and any amount by which you have exceeded the credit limit you have been given. You may prepay all or part of what you owe at any time without any prepayment penalty.

You authorize the Credit Union to transfer from any of your share account(s) any monthly or past due payments if the payment is not made by you on the payment due date.

### 4. COST OF CREDIT

The dollar amount you pay for money borrowed is called a **FINANCE CHARGE** (interest). The **FINANCE CHARGE** is calculated at a daily periodic rate of .049%. This is an **ANNUAL PERCENTAGE RATE** of 18.00%.

To figure the Finance Charge on your Overdraft Line of Credit, we compute a daily Finance Charge by applying the daily periodic rate to the amount you owe at the end of the day (including new advances and deducting payments and credits made during that day). We do not include unpaid finance charges in the calculation of your daily balance. Then, we add up all the daily finance charges for each day of the billing cycle. This gives us the finance charges for that billing cycle. There is no "free period" or "grace period." You can reduce the finance charge by making your payments as promptly as possible.

### 5. OTHER CHARGES (FEES)

You understand that the following fee can be charged against any accounts covered under this Plan:

**Late charge:** A fee equal to the greater of 5% of the scheduled payment or \$10 will be assessed on payments received more than 10 days past the due date. The late payment charge and terms may be changed by the credit union subject to limitations and applicable laws and regulations.

### 6. INSURANCE

Group credit life and/or disability insurance is available to you. This credit insurance is voluntary and not required in order to obtain any type of credit covered under this Plan. Coverage available to you, along with monthly premiums, are listed below:

#### Single Credit Life Coverage -

Premium per thousand per month is \$0.60.

#### Joint Credit Life Coverage -

Premium per thousand per month is \$0.96.

#### Single Credit Disability Coverage -

Premium per thousand per month is \$1.60.

If you elect insurance, you authorize the Credit Union to add the charges for insurance to the type of credit account for which you elected such coverage(s).

### 7. SECURITY INTEREST

You agree that, to the extent permitted by law, the shares and deposits in all joint and individual accounts you have with the Credit Union now and in the future will secure all advances under this Plan. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law, if given as security, are not subject to the security interest you have given in your shares and deposits except to the extent that the courts permit.

Properties given as security under this Plan or for any other loan may secure all amounts you owe the credit union now and in the future.

### 8. DEFAULT

You will be in default if you do not make a payment of the amount required when it is due under this or any other obligation to the Credit Union. You will be in default if you break any promise you made under this Plan or under any security agreement made in connection with an advance made under this Plan. You will be in default if you die, file bankruptcy, or become insolvent (that is, unable to pay your obligations when they become due). You will be in default if you make any false or misleading statements in any credit application or update of credit information. You will also be in default if something happens which the Credit Union believes may substantially reduce your ability to repay what you owe including a change in employment or increase in your obligations.

When you are in default, the Credit Union can demand immediate payment of the entire amount you owe under this plan without giving you advance notice. If immediate payment is demanded, you will continue to pay interest, at the applicable rate(s) in effect under this Plan, until what you owe has been repaid. If a demand for immediate payment has been made, the shares and deposits given as security for this Plan can be applied towards what you owe. The Credit Union can also exercise any other rights given by law when you are in default.

### 9. CANCELING OR CHANGING THIS PLAN

The Credit Union has the right to change the terms of this Plan from time to time and will give you any notice required by law. Any change will apply to future advances. At the discretion of the Credit Union and subject to any requirements of applicable law, the change in terms will also apply to unpaid balances. Your continued use of this type of credit account, a card, or checks thereafter will indicate your agreement to the changes.

The Credit Union can cancel the entire Plan or any part of this Plan at any time. You can cancel this Plan at any time by telling the Credit Union in writing. Your obligation to pay the unpaid balances under the terms of this Plan continues whether you or the Credit Union cancels this Plan or any part of this Plan.

## 10. STATEMENTS AND NOTICES

On a regular basis you will receive a statement showing transactions under this Plan during the period covered by the statement. Statements and notices will be mailed to you at the most recent address you have given the Credit Union in writing. Notice to any one of you will be notice to all.

## 11. JOINT ACCOUNTS

If this is a joint account, each of you authorizes the other(s) to get advances individually under this Plan. That means an advance can be made upon the request of only one of you and that checks or a card to access the account can be issued to, and used by, only one of you. If you give inconsistent instructions, the Credit Union can refuse to follow your instructions.

## 12. EACH PERSON LIABLE

Each person who signs the application for this line of credit will be individually and jointly responsible for paying the entire amount owed under this Plan. That means the Credit Union can enforce its right under this Plan against any one of you individually or against all of you together.

## 13. UPDATING INFORMATION

You promise that you will promptly give the Credit Union written notice if you move, change your name or employment, or if any other information you provided to the Credit Union changes. You also agree to provide the Credit Union updated information about yourself upon request.

## 14. NO WAIVER

The Credit Union can delay enforcing any of its rights any number of times without losing its rights.

## 15. CREDIT WORTHINESS

You acknowledge and agree that the Credit Union may terminate this agreement under the following conditions:

- (1) upon adverse reevaluation of your credit worthiness.
- (2) upon your failure to satisfy the terms of this agreement.
- (3) at your option or at the credit union's if it has good cause.

You authorize the Credit Union to obtain information concerning your credit worthiness from consumer reporting agencies during the time this agreement is in effect.

## 16. SETOFF RIGHTS

To the extent permitted by law, we may exert any setoff rights we may have if you are in default.

## 17. EFFECT OF AGREEMENT

Use of your Overdraft Line of Credit serves as your acceptance of the terms and conditions of this agreement. This Plan is the contract that applies to all transactions covered under this Plan even though the sales, cash advance, credit, or other slips you sign or receive may contain different terms.

## 18. COLLECTION COSTS AND ATTORNEY FEES

Unless prohibited by applicable law, if you default, we can also require you to pay collection and court costs we actually incur in a collection proceeding, and a reasonable attorney's fee if we refer your account for collection to an attorney.

## 19. GOVERNING LAW

This Plan agreement is made in New York. It is governed by the laws of the state of New York except to the extent that Federal Laws and regulations apply.

## 20. GENERAL

If any part of this Plan is found to be invalid, the rest remains in effect. The Credit Union's failure to exercise any of its rights under this contract does not mean that we are unable to exercise those rights later.

Direct any inquiries about this account to Reliant Community Credit Union, 10 Benton Place, PO Box 40, Sodus NY 14551 or call 800-724-9282.

## 21. BILLING RIGHTS SUMMARY

In case of errors or questions about your bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at 10 Benton Place, PO Box 40, Sodus, NY 14551, as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter you must give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item that you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## Disclosures Effective August 1, 2019

ANNUAL PERCENTAGE RATE	18.00% APR
Grace Period for Repayment	You have no grace period in which to repay your balance before a finance charge will be imposed.
Annual Fee	\$0
Minimum Finance Charge	\$0
Transaction Fee	\$0
Cash Advance Fee	\$0
Over-the-Limit Fee	\$0
Balance Computation Method	A daily <b>Finance Charge</b> is calculated by multiplying the amount owed at the end of each day (including new advances and deducting payments and credit made during that day, but not including unpaid <b>Finance Charges</b> ) by daily periodic rate of .049%. The <b>Finance Charge</b> for each billing cycle is the sum of all the daily <b>Finance Charges</b> during the cycle.
Late Payment Fee	The greater of 5% of the scheduled payment or \$10 on payments received more than 10 days past the due date.
Payment Amount	The greater of 4% of the outstanding balance or \$15.00.