

The business Check Protect Program ("Program") is a discretionary, fee-based overdraft protection program provided to Unitus Community Credit Union ("Unitus") business checking account holders in accordance with the following policy. This policy is subject to change at any time without prior notice. The Check Protect service is automatically established when your checking account is opened provided you meet our eligibility requirements below.

**Alternative Overdraft Protection Arrangements (Preferred)**

The Program is not meant to serve as the sole overdraft protection on your checking account and is not meant to encourage you to overdraw your account. We encourage you to establish a separate, less expensive overdraft protection arrangement, such as transfers from a Unitus savings account or line of credit. However, if funds are not available to pay items under an alternative overdraft protection arrangement, items presented for payment will be handled in accordance with this Program disclosure.

**Eligibility**

Your business checking account is eligible for the Program provided your account is maintained in good standing as follows:

- ✓ You have not caused Unitus a monetary loss;
- ✓ You have no currently delinquent loans with Unitus;
- ✓ You do not have an open Smartway Loan with Unitus;
- ✓ You have not exceeded any periodic limit Unitus chooses to impose on Program usage;
- ✓ Your account is not subject to levy, garnishment, or other legal process; and
- ✓ You bring your account to a positive balance at least once every 30 days.

Account holders (sole proprietors or single member LLC members) under the age of 18 years of age are not eligible for the Program. We may also impose additional eligibility requirements at any time, and we may terminate or modify the Program at any time at our sole discretion, even if you continue to satisfy the minimum eligibility requirements set forth above. We will notify you at the time we terminate or modify this service.

**How the Program Works**

Check Protect covers overdrafts caused by: Checks (drafts), Bill Payment, ACH withdrawals, all debit card transactions

Items that would overdraw your account will be paid up to a pre-determined maximum overdraft limit, as established by Unitus. A fee, as set forth in the Fee Schedule, will be imposed for overdrafts. Fees and charges are included in the Program limits. Each member and joint owner will be liable for payment of any overdraft, regardless of who created the overdraft.

Unless you are notified of a different limit, items that would overdraw your account will be paid to a maximum overdraft amount of \$100 for the first 30 days after your account is opened and \$1000 thereafter.

Payment of any item that would create an overdraft is always within Unitus' discretion, and we reserve the right to return any item without paying it at any time. We reserve the right to pay any checks or items in the order they are presented or received or in any other order in accordance with our normal operating procedures for such items or transactions. All accounts are subject to the terms of Unitus' Membership & Account Agreement.

**General Overdraft Liability**

If on any day the available funds in your checking account are not sufficient to cover checks and other items (ACH, debit/ATM card transactions) posted to your account, those checks and items will be handled in accordance with our overdraft procedures and Check Protect Program. Overdrafts will be determined based on the available balance in your account at the time of presentment. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized and deposited checks held pursuant to our funds availability policy. You can view your available balance through Online Banking to avoid an overdraft. Transactions may not be presented in the order which they occurred and the order in which checks or items are received and processed may affect if an overdraft occurs.

**Opting Out of Check Protect**

If at any time you no longer want to participate in the Program you can do so at no charge. However, you will remain responsible for any overdrawn balances at the time of opt out or cancellation. In the event you would like to have this service added or removed from your account please contact us at (503) 227-5571 or 1-800-452-0900. You may also visit any of our branch offices, or notify us in writing by mailing your signed request to: Unitus Community Credit Union, PO Box 1937, Portland, Oregon 97207.

The Check Protect service represents a purely discretionary courtesy or privilege that Unitus 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. Should we terminate your Check Protect service, you will be required to opt in to Check Protect should you wish to utilize the service.