



TRADEMARK DEFENDER DISCLOSURE

Trademark Defender* is available to you to cover discretionary overdrafts if your account has been open at Trademark Federal Credit Union (Trademark) for at least thirty-days (30), you have a share draft checking account and thereafter you maintain your account in good standing, which includes at least:

- A) Making regular deposits consistent with your past practices.
- B) Depositing an amount equal to or greater than the amount of discretionary overdraft extended to you in your account within the thirty (30) day period and bringing your account to a positive balance.
- C) Not being in default on any loan or obligation to Trademark and not being subject to any legal or administrative order or levy.

Trademark will consider, as a discretionary courtesy and not as a right or obligation, approving your reasonable overdrafts. This remains only a discretionary courtesy, and can cease at any time without prior notice of reason or cause. This privilege will be based on an amount derived from historical information contained in your account. Trademark Defender limits are determined on at least a monthly basis and are subject to change. The current Trademark Defender fee is Twenty Seven Dollars (\$27.00) per item cleared. Any and all fees and charges, including without limitation the non-sufficient funds fees, as set forth in our fee schedule and Membership Application will be included. Fees and charges are subject to change. Please contact us for the most current rate and fee information.

Trademark Defender will cover checks, ACH transactions, recurring debits, ATM, and one-time debit card transactions. You must opt-in to the service in writing. You may change your election at any time.

The total of the discretionary overdraft (negative) balance, including any and all fees and charges, including non-sufficient funds/overdraft fees are included in your overdraft limit and are due and payable upon demand. The Primary Member and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Membership Application. Non-payment of an overdraft will cause the account to be closed and placed in collection.

Trademark is not obligated to pay any item presented for payment if your account does not contain the sufficient available funds. Any discretionary payment (or other negotiation or processing) by Trademark of any non-sufficient fund check does not obligate Trademark to pay any additional non-sufficient funds check or item or to provide prior notice of its discretion to refuse to pay any additional non-sufficient funds check or item.

The Membership Application provided to you at opening of your account with us controls the duties, obligations and rights of the Primary Member, any Signatories, and Trademark with regard to your checking account. The Membership Application (and all amendments thereto) and its terms shall control any possible conflict, if any, between any of its provisions and those of this Trademark Defender Disclosure. A copy of this Membership Application is available to you on request from Trademark. For questions or to opt-in to Trademark Defender for ATM and one-time debit card transactions, please contact Member Services at 1-800-852-1012 or 1-800-696-1146.

**Trademark Defender may be referred to as Courtesy Pay on your monthly statements*



Trademark Defender Agreement

WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when the amount of your transaction exceeds the balance available in your account. Overdrafts can lead to fees levied by merchants and your financial institution, not to mention the potential embarrassment and inconvenience to you. Trademark Defender will cover these transactions so they are not returned.

Our standard overdraft practices are outlined below. We also offer overdraft protection plans, such as a link to a savings account, and overdraft lines-of-credit, which may be less expensive than our standard overdraft practices. To learn more about these plans, please contact the credit union.

Under our standard overdraft practices:

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

1. You must authorize us to pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments
- ATM transactions
- Everyday debit card transactions

2. Below are the current fees when Trademark Defender is used to cover your overdraft:

- We will charge you a fee of up to **\$27** each time we pay an overdraft.
- There is no limit on the total fees we can charge you for overdrawing your account.

Regulations require that you opt-in if you want us to authorize the above transactions. To opt-in, complete the form below, print, SIGN and return it to the Credit Union by fax, mail, or in-person at one of our offices listed below.

I want Trademark Federal Credit Union to authorize and pay overdrafts on my share draft (checking) account(s) for overdraft transactions for the account(s) listed below.

PRINTED NAME: _____ DATE: _____

ACCOUNT #: _____ - _____ ACCOUNT #: _____ - _____

ACCOUNT #: _____ - _____ ACCOUNT #: _____ - _____

Member's Signature: **X** _____

Trademark Federal Credit Union

AUGUSTA: P.O. Box 1056 • Augusta, ME 04332 • (800) 696-1146 • FAX (207) 512-3827

SOUTH PORTLAND: 340 Main St • South Portland, ME 04106 • (800) 696-1146 • FAX (207) 883-8629

EMAIL: MemberServices@TrademarkFCU.org WEB: www.TrademarkFCU.org