

UNIVERSE SILVER™ DEPOSIT ACCOUNT - OVERDRAFT PROTECTION

- (a) Unless your Account is using the Temporary Card as the access device or is a Non-Direct Deposit Account (for which overdraft protection is not available), if you satisfy the requirements described below, overdraft protection may be a feature available to you. As described in this Agreement, you generally do not have the right to make transactions or incur fees in amounts exceeding the Available Balance. We reserve the right to deny any transaction if available funds in your Account are insufficient to cover any transaction, fees, or other charges. Overdraft protection is an option service. If you elect to participate (i.e., opt-in) and you have met the eligibility requirements for overdraft protection in the calendar month, as a courtesy, and in our sole discretion, we may, from time-to-time, approve transactions initiated through use of your Account Number or Card that create a negative Balance in your Account. We reserve the right to pay overdrafts at our discretion. If we do not authorize the transaction, it will be declined. Bill pay transactions, ATM transactions and ACH debit transactions are not eligible for overdraft protection.
- (b) In order to be eligible for overdraft protection, (i) you must have a Direct Deposit Account, Direct Deposit Plus Account, Employee Account or Employee Plus Account that is in good standing and has been open for at least thirty (30) days, (ii) we have confirmed you have completed at least one (1) recurring direct deposit transaction in the Account in the amount of \$200 or more if you have the Direct Deposit Account or Employee Account or \$500 or more if you have the Direct Deposit Plus Account or the Employee Plus Account, (iii) you must consent to the delivery of electronic communications and provide a valid email address so that we can contact you if you overdraw your Account; (iv) you must enroll (that is, opt-in) for overdraft protection, and (v) you must have a positive Available Balance at the time the overdraft protection is initially activated for you. Overdraft protection will be activated on your Account within twenty-four (24) hours after you satisfy these requirements. After activation of overdraft protection, you must continue to receive at least one (1) recurring direct deposit transaction in the amount of \$200 or more every 35 days if you have the Direct Deposit Account or Employee Account or \$500 or more every 35 days if you have the Direct Deposit Plus Account or the Employee Plus Account. If you fail to receive such recurring direct deposit, overdraft protection will be immediately deactivated. Your Account will remain open to receive credits and deposits that will automatically be applied to your negative Balance before they are available to you. If overdraft protection is deactivated, you must satisfy all requirements described in this paragraph in order to re-activate overdraft protection.

- (c) If a negative Balance in your Account is created through the use of overdraft protection, you agree that within 35 days of its creation you will deposit sufficient funds to your Account to cover the negative Balance so that your Account has a zero (\$0.00) or positive Balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after 35 days you have not deposited sufficient funds to cover your negative Balance or otherwise paid us, your Account will remain open to receive credits and deposits, which will automatically be applied to your negative Balance before they are available to you; however, you will not be able to make any transactions on your Account until your Account has a positive Balance, i.e., sufficient funds to cover the negative Balance. If you have not deposited sufficient funds to your Account or otherwise paid us to cover the negative Balance within 90 days of the creation of the negative Balance, we may close your Account. If your Account has a negative Balance for longer than 90 days, overdraft protection will be permanently deactivated.
- (d) We will send you text or email notifications whenever (a) a transaction results in a negative balance in your Account, (b) a fee is assessed for overdraft protection, and (c) overdraft protection is activated or deactivated for your Account. If you delete your mobile phone number and/or email address from our records or withdraw your consent to receive electronic communications from us, overdraft protection will be immediately deactivated. We cannot accept responsibility for any text or email messages not received by you, or for any delay in the receipt or delivery of any text or email notifications. It is your sole responsibility to ensure that the mobile phone number and/or email address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current mobile number and/or email address or if you provide another person access to your mobile phone or e-mail address.
- (e) As shown on the Fee Schedule, you will be charged a fee for each Card transaction that uses overdraft protection when there is not a sufficient Available Balance in your Account to cover the transaction. If you have a Direct Deposit Account, Direct Deposit Plus Account, Employee Account, or Employee Plus Account, the overdraft fee applies to each transaction that results in a negative Balance of more than \$15.00. The overdraft fee is pended based on your Available Balance at the time of the transaction and is in addition to any other fees applicable to the transaction as shown on the Fee Schedule.
- (f) We impose certain limitations on the number or dollar amount of transactions utilizing overdraft protection in any calendar month. For security reasons, we may further limit access to overdraft protection at our discretion if it is utilized three (3) consecutive months or if we determine there is suspicious activity on the Account. We may increase or decrease these limits from time to time in our sole discretion and without prior notice to you, to the extent permitted by applicable law.
- (g) If you eliminate the negative Balance (by depositing funds to the Account or by other means described in this Agreement) within twenty-four (24) hours of a transaction that was covered by overdraft protection and resulted in the negative balance, no overdraft fee will apply to that transaction. You will not be permitted to perform more than four (4) transactions per month that use overdraft protection, in addition to those transactions qualifying for the 24- hour grace period described above.

- (h) Once you have opted-in to overdraft protection, you may opt-out at any time on the Website or by calling Customer Service as set forth above.
- (i) If your Account is closed, you cease being eligible for overdraft protection, you opt-out of overdraft protection, or if you voluntarily discontinue the use of your Account, you shall remain responsible for the negative Balance and agree that any credits or deposits made to your Account will be used to offset the value of the negative Balance, if any.
- (j) You may not receive the benefits of the purchase cushion and overdraft protection for the same transaction.
- (k) You acknowledge that a negative Balance does not constitute an open-end line of credit. If we permit a negative Balance on one or more occasions, we do not thereby obligate ourselves to permit a negative Balance on any future occasion, and we may refuse to pay a negative Balance for you at any time, even though we may have previously permitted negative Balances up to the applicable limit for you. We have no obligation to notify you before we approve or decline a transaction that would result in a negative Balance through the use of overdraft protection.