



Member FDIC  
"BANK"

### OVERDRAFT COURTESY DISCLOSURE FOR CERTAIN DOMESTIC CONSUMER ACCOUNTS

The Bank offers a discretionary overdraft service (the "Overdraft Courtesy Program") for consumer accounts that (i) are held by Depositors who are United States citizens or Resident Aliens ("Domestic Consumer Accounts"); (ii) have been open for at least thirty (30) days; and (iii) are in good standing. A Domestic Consumer Account is an account primarily used for personal and household purposes.

Covered Transactions. Domestic Consumer Accounts are automatically enrolled in the Overdraft Courtesy Program for check transactions, in-person withdrawals, ACH transactions, bill pay transactions, automatic payments, and recurring debit card transactions, although Domestic Consumer Depositors may opt out of coverage for such transactions. Authorization and payment of overdrafts resulting from ATM or non-recurring debit card transactions for Domestic Consumer Accounts are subject to the Depositor's decision to opt in to such coverage pursuant to the document titled "What you need to know about IBC Overdraft Courtesy and Overdraft Fees," which is incorporated herein.

Discretionary service. The Bank is not obligated to authorize or pay any item if the account does not have a sufficient Available Balance. Any discretionary courtesy payment (or other negotiation or processing) by the Bank of any overdraft does not obligate the Bank to authorize or pay any additional or future overdraft. The Bank is not required to provide prior notice of its decision to refuse to pay any overdraft or return an item as N.S.F. Payment by the Bank of any reasonable overdraft on Domestic Consumer Accounts in good standing is only a courtesy and not a right or an obligation, is within the Bank's sole and absolute discretion, and can cease at any time without prior notice or reason or cause. The Bank also reserves the right to decline to pay any overdraft if the Depositor is in default on any loan or other obligation to the Bank.

Limits. Any courtesy overdraft payments are generally subject to limits as described below.

#### Domestic Consumer Accounts

"Free Checking" Accounts	
i) open and in good standing for at least one year AND there have been two or more direct deposits totaling at least \$600.00 within the past sixty (60) day period	Limit of \$700.00 overdraft (negative) balance
ii) open and in good standing for at least one year OR there have been two or more direct deposits totaling at least \$600.00 within the past sixty (60) day period	Limit of \$500.00 overdraft (negative) balance
iii) all other Free Checking Accounts in good standing	Limit of \$300.00 overdraft (negative) balance

Other Personal Checking Accounts	
i) open and in good standing for at least one year AND there have been two or more direct deposits totaling at least \$600.00 within the past sixty (60) day period	Limit of \$900.00 overdraft (negative) balance
ii) open and in good standing for at least one year OR there have been two or more direct deposits totaling at least \$600.00 within the past sixty (60) day period	Limit of \$700.00 overdraft (negative) balance
iii) all other Personal Checking Accounts in good standing	Limit of \$500.00 overdraft (negative) balance

The overdraft courtesy limit will be reduced by the assessment of any fee(s). **Customers are strongly encouraged to balance their checkbook and use any overdraft courtesy provided by the Bank in a responsible manner that avoids excessive fees.**

“Good standing” requirement. A Domestic Consumer Account is considered to be in good standing if the Depositor: i) deposits \$300.00 or more in the account within every thirty (30) day period; ii) brings the Daily Ending Balance to a positive amount within every thirty-five (35) day period; and iii) is not subject to any legal or administrative order or levy. Accounts that are enrolled in the Overdraft Courtesy Program but later fail to meet any of the good standing requirements may be suspended from the Overdraft Courtesy Program.

Closing of account. If an overdrawn account is not returned to a positive Daily Ending Balance within 45 days of the date it first became overdrawn, the Bank may close the account. Depositor and each Authorized Signatory will remain liable for any outstanding balances, including accrued fees, after account closure. Failure to bring the Daily Ending Balance positive within a thirty-five (35) day period can result in an adverse report to consumer reporting agencies.

Fees. For ATM or non-recurring debit card transactions, the Bank will assess an overdraft fee, in the amount described in the *Schedule of Fees and Charges*, each time i) the Available Balance at the time of a transaction was insufficient to cover the amount authorized; and ii) the Bank pays the transaction into overdraft. However, an overdraft fee shall not be assessed on ATM or non-recurring debit card transactions for Domestic Consumer Accounts unless Depositor has opted in to overdraft coverage for such transactions. For other types of transactions (e.g., checks and ACH transactions), the Bank will assess an overdraft fee, in the amount described in the *Schedule of Fees and Charges*, each time the Bank pays an overdraft. An overdraft fee shall not be assessed on a Domestic Consumer Account if the Available Balance is overdrawn by \$3.00 or less after the processing of transactions at the end of each day.

Domestic Consumer Accounts may be assessed multiple overdraft fees up to a maximum of eight (8) overdraft fees per day. In addition, for accounts that have opted in to overdraft coverage for ATM and non-recurring debit card transactions, overdraft balances, including unpaid fees, will be assessed an overdraft interest charge at the rate of 17.75% per annum from the date of the overdraft until the date of receipt by the Bank of repayment of the entire outstanding balance. No interest will be charged on overdrafts incurred by Domestic Consumer Accounts that have not opted in to overdraft coverage for ATM and non-recurring debit card transactions.

Items presented for payment against insufficient funds that are not paid into overdraft will be returned as N.S.F. and will be assessed an N.S.F./Return Item Fee in the amount described in the *Schedule of Fees and Charges*. There is no limit on the number of N.S.F./Return Item Fees that may be assessed per day. N.S.F./Return Item Fees are not charged for ATM or debit card transactions.

Fees are subject to change. Depositors will receive advance notice of any fee increase in accordance with applicable law.

**OTHER TERMS GOVERNING ALL OVERDRAFTS AND ADVANCES AGAINST UNCOLLECTED**

**FUNDS:** The Bank will not be liable for failure to pay or honor any item or withdrawal request unless the Available Balance is sufficient to cover the transaction. Fees and/or interest charges for N.S.F. transactions, overdrafts, or items presented against uncollected funds are service charges for the processing and handling of such items and not charges for the use, forbearance, or detention of money. These service charges are more fully described in the *Schedule of Fees and Charges*.

Transactions may not be processed in the order in which they occur. The order in which transactions are processed can affect the total amount of overdraft/N.S.F. fees incurred. The Bank reserves the right to clear items in any order, as permitted by law. It is the Bank's policy to clear items in the following order: (i) any wire transfers from lowest to highest dollar amount; (ii) items the Bank has already paid or committed to pay (such as ATM withdrawals, teller cash withdrawals, transfers, debit card transactions or point of sale withdrawals) or bank fees, from lowest to highest dollar amount; (iii) checks and ACH withdrawals from lowest to highest dollar amount.

Each Authorized Signatory shall be jointly and severally liable for any and all overdrafts on this Account, including all service charges and fees and interest charged due to such overdrafts, and for any attorney's fees and related collection costs incurred by the Bank regarding any and all efforts made to collect such overdraft, whether or not the overdraft was incurred by one or more of the Authorized Signatories, without the knowledge of, agreement from and/or any benefits resulting to, any other Authorized Signatory.

The total of any overdraft (negative) balance, including any and all Bank fees and charges, such as N.S.F. fees, overdraft fees, and overdraft interest charges, is due and payable upon demand. The Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts. The next deposit(s) to an overdrawn account, including payroll deposits made by an employer, government benefit deposits, and other direct deposits, will be applied immediately to the amount that the account is overdrawn plus the Bank's fees.

Any payment on one or more occasion of an item that will create an overdraft or that will be an advance against uncollected funds does not obligate the Bank to allow or pay any additional or future overdraft or advance against uncollected funds. Nothing contained herein shall imply that Bank's allowance, or payment, of one or more overdrafts or advances against uncollected funds, will create a revolving line of credit, a continuing obligation on the part of Bank to overdraw or advance against uncollected funds or any other financing arrangement between Depositor, any Authorized Signatory, and/or Bank.