

Overdraft Privilege Service Policy

Our ODP Service is a discretionary service and does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of or by us. Our ODP Service represents a purely discretionary courtesy or privilege that we may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.

It is the policy of the First National Bank in Carlyle (“we, us, or our”) to comply with applicable laws, rules and regulations, and to conduct business in accordance with strict safety and soundness standards.

An overdraft occurs when you do not have enough money in your account to cover a transaction. Although there are many reasons why your account may become overdrawn, most overdrafts occur from the following: (A) You write a check, swipe your debit card, or initiate an electronic funds transfer in an amount that exceeds the amount of funds available in your account; (B) You deposit a check or other item into your account and the item is returned unpaid, which causes a negative balance in your account; (C) You have inadequate funds in your account when we assess a fee or service charge; or (D) You initiate a transaction before funds deposited into your account are “available” or “finally paid” according to our Funds Availability Policy.

The ODP Service applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions, and everyday debit card transactions; however, we will not include ATM and everyday debit card transactions within our ODP Service without first receiving your affirmative consent to do so. Absent your affirmative consent, ATM and everyday debit card transactions generally will not be paid under ODP.

Participating in ODP is not mandatory. You may opt-out of the service at any time by notifying one of our Customer Service Representatives. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under ODP without removing other items from the service. Simply inform us of your preference.

We retain full discretion to decline to pay any item under the ODP Service. This means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If we do not authorize and pay an overdraft, your transaction will be declined and we may assess NSF fees on your account in accordance with your Checking Account Agreement and as set out below. You will be notified by mail of any non-sufficient fund items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts, including our fees that you owe us, shall be due and payable immediately. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent, if applicable, drawing/presenting the item creating the overdraft shall be jointly and severally liable for such overdrafts including our fees. Overdrafts must be paid in full within 35 days or subject to suspension of this privilege.

Fees. Our standard non-sufficient funds (NSF) or overdraft (OD) fee is **\$30.00 for each transaction** initiated for payment from your checking account that does not have sufficient collected funds. Typically, we will charge our normal NSF/OD fee whether we approve an overdraft item for payment or return it unpaid. **Multiple NSF/OD fees may be assessed on represented items, not to exceed three (3) per item. (1 fee for first presentment and 2 additional representments).** NSF/OD fees will be included in and count against your assigned ODP Limit.

Accounts eligible for ODP. This discretionary service will generally be **limited to a \$400 overdraft (negative) balance for eligible CareFree and Equality Checking** account types; or a **\$700 overdraft (negative) balance for eligible Secure and NOW Checking** account types; or a **\$1,500 overdraft (negative) balance for eligible business checking** account types. We may in our sole discretion limit the number of accounts eligible for ODP to one account per household or per taxpayer identification number. Further, ODP is usually extended only to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics: (A) Your account has been open for at least thirty (30) days; (B) You continue to make deposits consistent with your past practices, and deposit at least \$400 or more in your account within each thirty (30) day period, (C) You are not in default on any loan obligation with us, and (D) Your account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien.

CONVENIENT LOCATIONS

For more information on our Overdraft Privilege Service, please contact one of our Customer Service Representatives at any of our convenient locations:

CARLYLE BRANCH
1350 12th Street
Carlyle, IL 62231
(618)594-3741

AVISTON BRANCH
500 W. Harrison
Aviston, IL 62216
(618) 228-9100

ST. ROSE BRANCH
18001 St. Rose Rd
Breese, IL 62230
(618) 526-2230

Equal Housing Lender

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ODP OVERDRAFT PRIVILEGE SERVICE

OVERDRAFT CONSIDERATION EXCLUSIVELY FOR ELIGIBLE CHECKING ACCOUNT CUSTOMERS

HAVE YOU EVER . . .

- Made a mistake in your checkbook?
- Forgotten to record a check? A purchase? A withdrawal? A check order?
- Had to “guess” at what transactions a joint owner has made?
- Had a transaction denied or turned down at checkout?
- Had the embarrassment and expense of a returned check?

WE CANNOT PROMISE OR GUARANTEE THESE THINGS WILL NEVER HAPPEN.
BUT WHAT WE CAN DO IS CONSIDER...

YOU DESERVE CONSIDERATION...

Rather than automatically returning unpaid all insufficient funds items that you may have, we will consider, without obligation on our part, payment of your reasonable overdrafts up to your assigned ODP Limit.

You do not have to apply for this service and you do not need to sign any additional documents for the service. It is already a part of your Checking Account Agreement with us. With some exceptions, most of our checking account types are eligible for this service.

If you do not use ODP, it costs you nothing. “Use” means you initiate insufficient funds transactions.

If you do use ODP, you will be charged our customary fees as listed in the Overdraft Privilege Service Policy.

ODP Can Mean . . .

You may avoid high charges from merchants for returned checks.

You may avoid the embarrassment and inconvenience of denied purchases and dishonored checks.

Payment of your occasional and inadvertent overdrafts up to your assigned ODP Limit of \$400, \$700, or \$1,500 will normally be considered. These limits include our customary fees. Our fees will be added to any outstanding overdrafts you may have and will be applied against your ODP Limit.

If you have questions concerning the ODP Service, please contact a Customer Service Representative at (618)594-2491.

Overdraft Privilege Service Additional Information

We offer an additional overdraft protection service that you may apply for: “Automatic Transfer Service” (ATS) from another account of yours with us, such as a savings account. If you sign up for this optional service, you may save money on the total fees you pay us for overdraft protection services.

The ODP Service is only available for eligible checking accounts that are maintained in good standing as defined in the Overdraft Privilege Service Policy. Savings accounts, Money Market accounts, public funds/charitable organization accounts, student/minor accounts, and all accounts held by a minor not of legal age are not eligible for this service.

Non-sufficient funds transactions initiated for payment against your checking account may be paid by us using your assigned ODP Limit, including our fees. Transactions that may cause or create an overdraft include: a check, in-person withdrawal, ATM withdrawal, debit card payment, or a withdrawal initiated by other electronic means (i.e. ACH, electronic bill payment, etc.). Our NSF/OD fee may be imposed for paying or not paying any overdrafts you create.

Overdrafts should not be used to pay ordinary or routine expenses, and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact one of our Customer Service Representatives at (618)594-2491.