

# OVERDRAFT SERVICES DESCRIPTION ACKNOWLEDGEMENT

Account Holder:

Financial Institution: CITIZENS BANK OF ADA  
123 West 12th Street P.O. Box 1468  
Ada, OK 74820

## Overdraft Service Description

(This is a Discretionary Overdraft Service)

It is the policy of our Bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. A non-sufficient funds balance may result from: 1) the payment of checks, electronic funds transfers, or other withdrawal requests; 2) By payments authorized by you; 3) The return of items, unpaid, deposited by you; 4) Service charges imposed by the Bank; 5) The deposit of items which according to the bank's Funds Availability Policy are treated as not available or not yet paid.

**Eligibility:** We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. Rather than automatically returning any unpaid non-sufficient funds items that you may have, if your eligible account (primarily used for personal and household purposes) has been open in good standing for at least forty five (45) days and thereafter you maintain your account in good standing, which includes at least; (1) Continuing to make deposits consistent with your past practices, and depositing at least \$450 or more in your account within each thirty (30) day period. (2) You are not in default on any credit obligation to this Bank (Citizens Bank of Ada). (3) You bring your account to a positive balance at least one time every thirty (30) days, and (4) your account is not the subject of any legal or administrative order or levy, we will consider as a discretionary courtesy or service and not a right of yours nor an obligation on our part approving your reasonable overdrafts. If your Chexsystems record contains any type of account abuse, the Overdraft Service will not be available to you. This **discretionary** service will generally be limited to a \$400 overdraft or negative balance for our Citizens "Green" Checking Account or a \$700 overdraft or negative balance for our Citizens Platinum Checking and Citizens Choice Checking Accounts or a \$700 overdraft or negative balance for other eligible Personal Checking Accounts. Please note that any and all bank fees and charges, including without limitations to our Returned Item Fee (NSF), OD Item Limit Fee and Paid Item NSF Fee (as set forth in our fee schedules) will be included in this limit.

**Fees:** \$29.95 per check or other item charged on checks or other item (transactions initiated via an Automated Teller Machine, Automated Clearing House and Point of Sale purchase using your Visa Debit Card) that are drawn on the Overdraft Protection Plan associated with your account (will be shown as "OD Item Limit Fee and/or Paid Item NSF Fee" on your statement). **\$29.95** per check or other item will also be assessed when checks exceed your Overdraft Protection Plan balance (will be shown as "Returned Item Fee (NSF)" on your statement). The checks or other items that exceed your Overdraft Protection Plan will be returned. **\$3.00** per day after 5th consecutive business day of your account being overdrawn. (Will be shown as "Daily Overdraft Fee" on your statement)

**Transactions may not be processed in the order they occur.** It is our policy to process transactions in the order they are presented for payment, in the following order: 1) ONUS ATM. 2) Over the Counter Check-Withdrawal 3) Internal Transfers 4) POS-One Time Visa Debit Card Transactions 5) ACH 6) Online Transfers 7) Foreign ATM Transactions 8) Checks 9) POS-Recurring Visa Debit Card Transactions 10) Fees. Checks of equal size are paid in the order they are received. Please note the order of clearing may affect the number of ODP related fees assessed.

**We may refuse to pay an overdraft for you at any time even though your account is in good standing and even though we may have previously paid overdrafts for you.** You will be notified by mail of any non-sufficient funds 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 overdraft plus our Returned Item Fee (NSF), OD Item Limit Fee, Paid Item NSF Fee and Daily Overdraft Fee that you owe us shall be due and payable upon demand. 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 plus our Returned Item Fee (NSF), OD Item Limit Fee, Paid Item NSF Fee and Daily Overdraft Fee.

LIMITATIONS: Available only to eligible personal checking accounts primarily used for personal and household purpose (Business accounts may not be eligible) and we may limit the number of accounts eligible for the Overdraft Protection Plan service to one account per household.

We offer the following Overdraft (ODP) Alternative Products and Services: 1) Automatic Transfer from another account with our bank with sufficient funds, for a \$5.00 daily transfer fee. 2) Sign up for Text/E-Mail Alerts for Low Balance Warnings. 3) ODP Loan Program-For more information, contact one of our loan officers.

You have the right to decline any and all Overdraft Protection Plan(s) at any time, by notifying us in writing of your "opt-out option." This includes your right to revoke Overdraft Services for ATM and One-Time debit card transactions. In regards to the ATM and one-time debit card transactions we may limit the number of overdrafts that may be imposed to 6 per day as well as a De Minimis of \$25.00. Providing written authorization to revoke any and all Overdraft Protection Plan(s) does not guarantee the balance in the account will always remain in a positive status. Ineligibility for the Overdraft Protection Plan(s) does not guarantee the balance in the account will always remain in a positive status.

**Example:** If you have 5 items that overdraft your account, each item will be charged \$29.95. Thus  $5 \times \$29.95 = \$149.75$ . This is the amount in Returned Item Fee (NSF), OD Item Limit Fee and/or Paid Item NSF Fees that you will owe Citizens Bank of Ada.

The Overdraft service does not constitute an actual or implied agreement between you and the bank.

Nor does it constitute an actual or implied obligation of or by the bank. This service represents a purely discretionary courtesy or privilege that the bank may provide to you from time to time and which may be withdrawn or withheld by the bank at any time without prior notice, reason or cause.

### Please Acknowledge one of the options below:

I acknowledge and understand the above referenced Overdraft Service Description.

I do not want to participate in the Overdraft Protection Plan and I acknowledge the above referenced Overdraft Service Description.

I acknowledge that I am ineligible for the Overdraft Protection Plan and I understand the above referenced Overdraft Service Description.

Date: \_\_\_\_\_ Account Type: \_\_\_\_\_ Account Number: \_\_\_\_\_

Signatures of Authorized Individuals.

X

Authorized Signer

(Signatures and printed names of each account signer)