

## Overdraft Privilege Client Policy

An insufficient balance can result from an event, such as (1) the payment of checks, electronic funds transfers, or other withdrawal requests, (2) payments authorized by you, (3) the return of unpaid items deposited by you, (4) bank service charges, or (5) the deposit of items which, according to the bank's Funds Availability Policy, are treated as not yet available or finally paid. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds.

**Good Standing.** As long as you maintain your account in "good standing," we may approve your overdraft items within your current available Overdraft Privilege limit as a non-contractual courtesy. Your account is in "good standing" for Overdraft Privilege consideration if you (1) make deposits to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all bank fees and charges); (2) avoid excessive overdrafts that would suggest the use of Overdraft Privilege as a continuing line of credit; and (3) have no legal orders, levies or liens against your account.

Your Overdraft Privilege limit may be available for covering overdrafts created at the teller window, checks, ATM, through a Point of Sale transaction, or through online banking or Banking On Call. The limit will not, however, be included in the balance provided when you make an inquiry.

**Order of Payment.** In the normal course of business, we use the bank's policy to post in this order: electronic transactions, checks paid at a teller window, checks made to us as loan payments, and all other checks in order by check number with lower numbers paid first. We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. Also, please be aware that the order of item payment may create multiple overdraft items during a single banking day for which you will be charged our overdraft charge of \$34 for each overdraft item paid. You may be charged a continuous days overdrawn fee of \$34 if the account remains overdrawn at 10 days, 20 days and 30 days.

**Opting Out.** You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. You may be charged a continuous days overdrawn fee of \$34 if the account remains overdrawn at 10 days, 20 days and 30 days. Normally, we will not approve an overdraft for you in excess of the predetermined limit for your account type. To avoid exceeding your limit, please note that the amount of the overdraft plus the bank's overdraft charge of \$34 per item will be deducted from the overdraft limit. If you would like to have this service removed from your account, please call 877-322-9530.

**Non-Contractual.** We may refuse to pay an overdraft item at any time even if we have previously paid overdrafts for you. For example, we typically do not pay overdraft items if your account is not in good standing as defined above, or if based on our review of your account management, we determine that you have too many overdrafts or are using Overdraft Privilege as a regular line of credit. You will be charged a returned unpaid item fee of \$34 for each item returned.

Notification. We will notify you by mail when you have non-sufficient funds items paid or returned; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft including our overdraft charge of \$34 and/or a returned unpaid item charge of \$34.00 that you owe us shall be due and payable upon demand. You may be charged a continuous days overdrawn fee of \$34 if the account remains overdrawn at 10 days, 20 days and 30 days. If no demand is made, the amount is due no later than 30 calendar days after the creation of the overdraft. If there is an overdraft on an account with more than one owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for all overdrafts inclusive of fees.

Overdraft Privilege should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you to keep track of your account balance by entering all items in your check register, reconciling your check book regularly, and managing your finances responsibly.

Limitations: Overdraft Privilege is a non-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal or household use. First Financial Bank reserves the right to limit participation to one account per household and to suspend, revoke, or discontinue this service without prior notice.