

FRONTIER BANK

Overdraft Privilege Disclosure

It is important for you to use your checking account responsibly and to never intentionally overdraw your account. However, we realize that financial shortfalls happen from time to time and we have options available for you. As a benefit to our customers, we offer these useful services to cover you in the event that you inadvertently overdraw your checking account.

Overdraft Protection Options:

Transfer from another account – If you have other accounts with us, such as checking, savings or money market accounts, you can authorize us to transfer the funds needed to cover your overdraft with signed documentation. A fee of \$2.00 per transfer will apply.

NOTE: Transfers from a savings or money market account are limited by federal regulations to 6 per statement cycle

Line of Credit – A line of credit is available to cover overdrafts. This service requires you to complete an application and approval is based on your credit worthiness. A one-time set up fee of \$25.00 plus \$2.00 per daily transfer will apply.

Overdraft Privilege –Overdraft Privilege is a service we add to your checking account to cover inadvertent overdrafts, subject to the eligibility criteria as explained below. With Overdraft Privilege we will generally pay your overdraft items up to \$500.00; however, whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. You will be charged our normal overdraft fee currently \$24.00, up to \$96.00 per day, for each item that is presented. When more than one item is presented and paid, multiple overdraft fees may be charged. Both the amount of the overdraft items all applicable fees, including but not limited to the overdraft fees, are included in this limit. All deposits to overdrawn accounts are applied to the negative balance.

Eligibility: No application is required for Overdraft Privilege; eligibility is at the sole discretion of the bank and is determined by taking into account the following criteria:

- The account has to be opened on the system at least 30 days;
- The account's current balance has to be greater than zero;
- The account must not have been in overdraft position for more than 5 days;
- The customer has to be at least 18 years old.

Eligible Account Types:

- All personal checking accounts
- Non Profit Organization Accounts
- Business Checking

Suspension/Revocation: Overdraft Privilege may be suspended or permanently removed from your account based on the following criteria:

- You do not bring your account to a positive balance within 30 days of becoming overdrawn
- You have an account that has been opened less than 30 days
- Your account type is not eligible
- You are more than 30 days past due on any Bank loan or delinquent on any other obligation to the Bank
- You are subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding
- You have an outstanding balance on an Overdraft Repayment Plan
- Your account is being reviewed for fraudulent activity or transactions
- The primary account holder is less than 18 years old
- An Equifax or any other negative indicator has been reported to us
- Your account is classified as inactive
- You have an unresolved prior loss with the Bank
- We do not have a valid address for you
- We believe you are not managing your account in a responsible manner which may harm you or us

Transactions Eligible for Overdraft Privilege – Overdraft Privilege will be available for all checks written, in-person withdrawals, ACH transactions, preauthorized automatic transfers, internet banking and telephone banking. Overdraft Privilege will not be available for ATM and debit card transactions and wire transfers.

Overdraft Privilege Opt Out – If you do not want to have Overdraft Privilege, you may opt out by contacting Customer Service, by fax or by visiting any of our branch locations. We will provide you an OPT Out form to remove this benefit from your account. It is important for you to consider that there is no additional cost for Overdraft Privilege and that by opting out you are instructing us to return unpaid all items presented against insufficient funds. If you opt out, you will be charged a nonsufficient funds return item fee for each item returned. Customers who receive Social Security, federal direct deposit, or any other entitlement benefit must opt out if they do not want the Bank to apply those funds to pay an overdraft.

Payment Order of Items - The order in which items are presented may affect the total fees assessed to your account. Items are typically paid in the following order: ATM withdrawals, debit card transactions, preauthorized automatic transfers, telephone-initiated transfers, ACH Items, and then checks written in sequential check number order. However, there may be exceptions to this payment order from time to time.

Excessive Use – We monitor accounts for chronic or excessive use. If you overdraw your account more than six times in a rolling twelve month period, you will be contacted by mail, periodic statements or telephone to discuss alternatives, and/or continued use of Overdraft Privilege

Financial Education – The Bank believes that financial literacy and education helps consumers make informed decisions. Heightened awareness of personal financial responsibility helps consumers realize benefits of responsible money management. www.MyMoney.gov is the federal government's website that serves as the one-stop shop for federal financial literacy and education programs, grants and other information. To request a personal financial toolkit, **call 1-888-MyMoney.**

Account Agreement – Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories and the Bank with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them.

Waiver – The Bank's forbearance from, or delay in, exercising any of the Bank's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this Overdraft Privilege disclosure or any other provision related to your account, shall not be construed to be a current or future waiver of the Bank's rights, remedies or privileges.