

# Overdraft Privilege Participant Agreement

It is Firstar Bank's ("we, us, or our") policy to comply with applicable laws, rules and regulations, and to conduct business in accordance with strict safety and soundness standards. A non-sufficient funds (overdraft/negative balance) may result from: a) the payment of checks, electronic funds, transfers, or other withdrawal requests you initiate; b) payments authorized by you, c) the return, unpaid, of items deposited by you; d) charging your account for our applicable service charges and fees; or e) the deposit of items to your account which, according to our Funds Availability Policy are treated as not yet "available" or "finally paid." **We are not obligated to pay any item initiated for payment against your account if your account does not contain sufficient collected funds.**

**Rather than automatically returning, unpaid, any overdraft items that you may have**, if you maintain your account in good standing, which includes at least: (a) continuing to make deposits consistent with your past practices; (b) you are not in default on any loan obligation to us; (c) your account is not the subject of any legal or administration order or levy, such as bankruptcy or a tax lien, **we will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned Overdraft Privilege limit.** This discretionary service will generally be limited to a \$1,000 overdraft (negative) balance for eligible personal checking accounts and \$1,500 overdraft (negative) balance for eligible business checking accounts. Our normal fees and charges including our overdraft item fee (currently \$28 per item as set forth in our fee schedule) will be included in these limits and will be charged for each transaction presented for payment against non-sufficient funds. We will charge our normal fees whether we approve the item for payment or not; however, consumer-purpose accounts will only be charged for a maximum of 5 items per day. In addition, we charge \$1.00 per day after the 4th day that your account remains in an overdraft position.

**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.** We typically do not pay overdrafts if your account is not in good standing or if you are not making regular deposits. You will be notified by mail of any overdraft 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 owner on the signature card, each owner and agent if applicable, shall be jointly and severally liable for such overdrafts including our fees.

**Optional Overdraft Protection Services:** We offer additional overdraft protection services that you may apply for: a) Transfer of funds from another account of yours with us. b) Online banking balance notification to your e-mail or mobile device. If you apply for these services, you may save money on the total fees you pay us for overdraft services.

**Ineligible Accounts and Limitations:** Overdraft Privilege is available only for eligible checking accounts maintained in good standing as defined above. Opportunity Checking, savings accounts, money market accounts, public fund/charitable organization accounts, certain trust accounts, student accounts, and any other accounts of minors not of legal age are not eligible for this service. We may, in our sole option and discretion, limit the number of accounts eligible for the ODP service to one account per household and/or one account per taxpayer identification number.

**Eligible Account Types:** All checking accounts other than those listed above or prohibited by law are eligible for Overdraft Privilege.

**Eligible Transaction Types:** Insufficient funds transactions initiated for payment against your checking account may be approved/paid by us using, and up to, your assigned Overdraft Privilege limit, including our fees. The eligible transaction types will include without limitation: checks, ACH, ATM, POS, online banking, bill payment, online transfers, and telephone payments and transfers. On consumer checking accounts, we will generally not authorize and pay overdrafts for the following types of transactions unless you ask us to: ATM & everyday debit card transactions. If you want us to authorize and pay overdrafts on ATM & everyday debit card transactions, you must opt in. To opt in, please visit one of our locations or call us toll-free, (866) 681-1650.

**You May Always Opt Out:** You may choose at any time to not participate in Overdraft Privilege by notifying one of our Personal Bankers who will explain what opting out means and the potential consequences for you.

**If You Need Help:** Of course 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 Personal Bankers.

**ALWAYS A DISCRETIONARY SERVICE:** Overdraft Privilege 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. This 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. The terms of this agreement may change from time to time. At any time, you may ask a Personal Banker for a current Participant Agreement.

# Overdrafts and Overdraft Fees

## What You Need to Know

Overdraft Program  
Opt-In Enrollment Form

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway.

We can cover your overdrafts in two different ways:

- ◆ We have standard overdraft practices that come with your account.
- ◆ We offer overdraft protection plans such as a link to your savings account, which may be less expensive than our standard overdraft practices.

*To learn more, ask about these plans.*

This notice explains our standard overdraft practices.

### **What are the standard overdraft practices that come with my account?**

We may authorize and pay overdrafts for the following types of transactions:

- ◆ Checks and other transactions made using your checking account number
- ◆ Automatic bill payments

We will not authorize and pay overdrafts for the following types of transactions unless you ask us to:

- ◆ ATM transactions
- ◆ Everyday debit card transactions

We pay overdrafts at our discretion which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

### ***What fees will I be charged if Firststar Bank pays my overdraft?***

Under our standard overdraft practices:

- ◆ We will charge a fee of up to \$28 each time we pay an overdraft.
- ◆ If your account is overdrawn for 4 or more consecutive days, we will charge an additional \$1 per day.
- ◆ Consumer-purpose accounts will be charged a maximum of 5 items per day.

### ***What if I want Firststar Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?***

If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, you can notify any bank employee:

- ◆ Muskogee (918) 681-1650
- ◆ Roland (918) 427-7474
- ◆ Sallisaw (918) 775-9136
- ◆ Tulsa (918) 298-7232
- ◆ Fort Smith (479) 782-4000
- ◆ Toll-Free (866) 681-1650

You may also mail this form to:

- ◆ Client Services  
Firststar Bank  
510 N. Main Street  
Muskogee, OK 74401

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*Please submit this portion to bank for processing.*

- No, I do not want Firststar Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.
- Yes, I want Firststar Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Account Number(s) \_\_\_\_\_

*(List all personal checking accounts you wish to opt in.)*