

# PERSONAL OVERDRAFT PRIVILEGE

## HAVE YOU EVER

- Made an honest mistake in your checkbook?

## RELAX, YOU DESERVE CONSIDERATION!

Rather than automatically returning unpaid any insufficient funds items that you may have, we will consider - without obligation on our part - payment of your reasonable overdrafts.

## PERSONAL OVERDRAFT PRIVILEGES CAN MEAN

- You avoid high charges from your merchants for returned checks.
- Payment of overdrafts up to \$700 will normally be considered for eligible account types with direct deposit, or \$500 for eligible account types without direct deposit, or \$500 for eligible FREE or OPT Checking accounts.

## PERSONAL OVERDRAFT PRIVILEGE<sup>SM</sup> SERVICE DESCRIPTION

It is the policy of the Bank to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

Our normal insufficient funds or overdraft charge of \$36.00\* will apply to each item that would create an overdraft on your account. Should your account become overdrawn and continue with a negative balance for seven consecutive calendar days, a "Continuous Overdraft Fee" of \$36.00\* will be charged. Thereafter, if your account continues to maintain a negative balance, a "Recurring Overdraft Fee" of \$15.00\* will be assessed every seventh consecutive calendar day. An insufficient funds (overdraft/negative) balance may result from: checks, ATM withdrawals, debit card transactions, preauthorized automatic debits, telephone-initiated transfers, or other electronic transfers; payments authorized by you; the return, unpaid, of items deposited by you; the imposition of bank service charges; or the deposit of items which according to the Bank's Funds Availability Policy, are treated as not yet "available" or finally paid. This may result in more than one overdraft fee charged against the account per day. Of course, we are not promising to pay your overdrafts, **not all accounts are eligible, the overdraft limit may not be available for all transactions, and some restrictions do apply.**

**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 or any insufficient funds items that you may have, if your eligible account (primarily used for personal and household purposes) has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: A) Continuing to make deposits consistent with your past practices, and depositing at least \$300 or more in your account within each thirty (30) day period; B) You

are not in default on any loan obligation to the Bank; C) 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. This discretionary service\*\*** will generally be limited to a \$500 overdraft (negative) balance for FREE or OPT Checking accounts, a \$500 overdraft (negative) balance for other eligible personal checking accounts, or a \$700 overdraft (negative) balance for eligible personal checking accounts with direct deposit. Of course, fees charged for covering overdrafts, as well as the amount of the overdraft item, will be subtracted from any Overdraft Privilege limit disclosed.

**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 insufficient 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 overdrafts plus our insufficient funds and/or overdraft charge(s) that you owe us shall be due and payable on 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 insufficient funds and/or overdraft charge(s) and/or recurring and/or continuous overdraft fee.

**If you have any questions or if you wish to decline this great service please call us or visit one of our convenient locations.**

**LIMITATIONS: Available only to eligible Personal Checking accounts primarily used for personal and household purposes (business accounts, money market accounts, and minor accounts are not eligible) and we may limit the number of accounts eligible for the Overdraft Privilege service\*\* to one account per household.**

\*This fee may change. See our fee schedule.

\*\*The Overdraft Privilege 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. 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. 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 or reason or cause. You may request it be removed from your account.

Feel free to give us a call at 1-800-757-0464

OK-Revised 6/10

Oklahoma Fidelity Bank is a trade name of Fidelity Bank, which is headquartered in Wichita, KS. Any and all claims, statements and illustrations herein that reference "the Bank" fully represent and are backed by Fidelity Bank.

