

Overdraft Protection Customer Policy

There are several ways your account can become overdrawn, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you (i.e. signature-based point of sale transactions); (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.

While we are not obligated to pay any item presented for payment if your account does not contain enough money, as long as you maintain your account in "good standing," we may approve your overdraft items within your current available Overdraft Protection limit as a non-contractual courtesy. For overdraft privilege consideration, your account is in "good standing" if your account (1) has been open 60 days (2) deposit enough money 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); (3) avoid excessive overdrafts suggesting the use of Overdraft Protection as a continuing line of credit; and (4) you are not in default on any loan or other obligation or have no legal orders, levies or liens against your account. In the normal course of business, we generally pay low amount to high amount, per the bank's policy. 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 we pay your items in may create multiple overdraft items in a single banking day and you will be charged our Insufficient Funds Charge of \$33 for each overdraft item paid. The amount of Insufficient Funds fees that will be assessed in a day has been limited to a daily cap of (6) six fees or (\$198.00) one hundred ninety-eight dollars. Additionally, a tolerance on de minimus overdraft amount of five dollars based on the account's end-of-day balance has been implemented

You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type.

We may refuse to pay an overdraft item at any time even though we may 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 upon our review of your account management, we determine that you are using Overdraft Protection excessively or seem to be using Overdraft Protection as a regular line of credit. You will be charged a Insufficient Funds Charge of \$33 for each item returned.

We will notify you promptly 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 including our Insufficient Funds Charge of \$33 and/or a Uncollected Fund Charge of \$33 that you owe us is due and payable upon demand. Even if we do not ask you for payment, you must repay us, 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, is jointly and severally liable for all overdrafts including all fees charged.

Overdraft Protections 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, reconcile your checkbook regularly, and manage your finances responsibly. If you would like to have this service removed from your account, please call 740.382.8231.

Please note that your Overdraft Protection limit may be available for each item paid under the limit created by checks and other transactions made using your checking account number, such as a teller withdrawal, an automatic payment (ACH) transaction, or automatic bill payment and recurring debit card payment; and for business accounts only, ATM and everyday debit card transactions. For all other personal accounts, at your request, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit. Your available balance may be affected by authorizations which could create additional overdrafts and associated fees. When you ask for your account balance, please remember the amount we show you does not include your overdraft limit.

LIMITATIONS: Overdraft Protection is a non-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal or business use. Fahey Bank reserves the right to limit participation to one account per household or business and to suspend, revoke, or discontinue this service without prior notice. If your limit is suspended after 30 days, or you request this service be removed from your account, you will need to resign a Request to Opt-Out Bounce Protection form to rejoin the program.

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