

## OVERDRAFT COVERAGE OPTIONS: OVERDRAFT PROTECTION AND OVERDRAFT PRIVILEGE

Cross Bank understands that unexpected overdrafts occur from time to time. Overdraft Coverage can help.

### Overdraft Coverage Options

The choice is yours. Consider any **one** of the following ways to cover overdrafts:

Service	Cost
<b>Overdraft Protection transfer to another deposit account you have at Cross Bank<sup>1</sup></b>	\$10 fee per transfer each day a transfer is needed; transfers made in \$100 increments when available
<b>Overdraft Protection Line of Credit<sup>1, 2, 3</sup></b>	\$10 fee per transfer each day a transfer is needed; subject to interest; subject to credit approval; transfers made in multiples of \$1,000 increments when available
<b>Overdraft Privilege Standard or Extended Coverage</b>	\$30 Overdraft Item Fee per item presented*

<sup>1</sup>Call us at (870) 238-8171, email us at secure message through Online Banking, or come by a branch to sign up or apply for one of these services; <sup>2</sup>Subject to credit approval. <sup>3</sup>Overdraft Protection Line of Credit is only available to business account holders.

***\*Per item presented means each time an item is presented, including re-presentation.***

**Overdraft Protection** applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from another account or line of credit you have at Cross Bank for a fee or finance charge. Please note that overdraft lines of credit are subject to credit approval.

**Overdraft Privilege** allows you to overdraw your account up to the disclosed limit for a fee to pay a transaction. If you already have Overdraft Protection transfer, or your protection source is exhausted, you may have the option to change your overdraft coverage to Overdraft Privilege. Please review ***What Else You Should Know*** for other important information.

Transactions Covered with Overdraft Privilege	Standard Coverage (No action required)	Extended Coverage (Your consent required on consumer accounts) *	If you would like to select Extended Coverage for future transactions:
Checks	X	X	<ul style="list-style-type: none"> <li>• call us at (870) 238-8171</li> <li>• complete the online consent form found at <a href="http://www.mycrossbank.com">www.mycrossbank.com</a></li> <li>• visit any branch</li> <li>• complete a consent form and mail it to us at P.O. Box 9, Wynne, AR 72396-0009</li> <li>• send us at secure message through Online Banking</li> </ul>
ACH - Automatic Debits	X	X	
Recurring Debit Card Transactions	X	X	
Online Bill Pay Items	X	X	
Telephone Banking	X	X	
Teller Window Transactions	X	X	
ATM Transactions		X*	
Everyday Debit Card Transactions		X*	

\*If you choose Extended Coverage on your consumer account, **ATM transactions and everyday debit card transactions** will be included with the transactions listed under Standard Coverage. If you already have Overdraft Privilege Extended Coverage, it is not necessary to request it again. Business accounts automatically have Extended Coverage.

You can discontinue Overdraft Privilege in its entirety by contacting us at (870) 238-8171 or sending us a secure message through Online Banking.

## WHAT ELSE YOU SHOULD KNOW

- A transfer to your checking account from another account may be less expensive than an overdraft. A single larger overdraft will result in one fee, instead of multiple smaller overdrafts. Use our mobile, online, and telephone banking services to track your balance. For financial education resources, please visit [www.mymoney.gov](http://www.mymoney.gov).
- The \$30 Overdraft Item Fee that is charged if you overdraw your account is the same fee that is charged if an item is returned as unpaid. If your account is overdrawn by \$5 or less, you will not be charged an Overdraft Item Fee. If multiple items overdraw your account on the same day, each item will be assessed an appropriate Overdraft Item Fee or an Insufficient Item Fee of \$30. All fees and charges will be included as part of the Overdraft Privilege limit amount. Your account may become overdrawn more than the Overdraft Privilege limit amount because of a fee.
- Recipients of federal or state benefits payments who do not wish us to deduct the amount overdrawn and the Overdraft Item Fee from funds that you deposit or that are deposited into your account may call us at (870) 238-8171 to discontinue Overdraft Privilege.
- If an item is returned because the Current Balance (as defined below) in your account is not sufficient to cover the item and the item is presented for payment again, Cross Bank ("We") will charge an Insufficient Item Fee each time it returns the item because it exceeds the Current Balance in your account. Because we may charge an Insufficient Item Fee each time an item is presented, **we may charge you more than one fee for any given item as a result of a returned item and re-presentation of the item.** When we charge an Insufficient Item Fee, the charge reduces the Current Balance in your account and may put your account into (or further into) overdraft. If, on re-presentation of the item, the Current Balance in your account is sufficient to cover the item we may pay the item, and, if payment causes an overdraft, charge an Overdraft Item Fee. We may use the terms "item" and "transaction" interchangeably.
- For all accounts, there is a limit of 5 Overdraft Item Fees (\$150) per day we will charge. We will not charge an Overdraft Item Fee if an account is overdrawn by \$5 or less.
- This describes the posting order for purposes of determining overdrafts. Generally, the first items that we pay are ATM withdrawals, debit card transactions, and any checks cashed by our employees or that you have written to us and telephone-initiated transfers. We then pay any items that were submitted electronically, such as ACH items, preauthorized automatic transfers, and any other electronic transfers. Finally, we pay the remaining items based on dollar amount from lowest to highest; however, because of the many ways we allow you to access your account, the posting order of individual items may differ from these general policies. Holds on funds (described herein) and the order in which transactions are posted may impact the total amount of Overdraft Item Fees or Insufficient Item Fees assessed.
- Overdraft Privilege is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice.
- Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all overdraft and fee amounts, as described in the Deposit Account Agreement and Disclosure. The total (negative) balance, including all fees and charges, is due and payable upon demand.
- We may be obligated to pay some debit card transactions that are not authorized through the payment system, but which we are required to pay due to the payment system rules, and as a result you may incur fees if such transactions overdraw your account. However, we will not authorize debit card or ATM transactions unless your account's Available Balance (including Overdraft Privilege, if applicable) is sufficient to cover the transactions and any fee(s).
- Giving us your consent to pay everyday debit card and ATM overdrafts on your consumer account (Extended Coverage) may result in you incurring Overdraft Item Fees for transactions that we would otherwise be required to pay without assessing an Overdraft Item Fee. However, this would allow us to authorize transactions up to the amount of your Overdraft Privilege limit. If you consent to Extended Coverage on your consumer account, it will remain on your account until it is otherwise withdrawn.
- You and the Bank agree that the exclusive remedy and forum for all disputes arising out of the Overdraft Privilege or your or Bank's performance there under, except for matters you or Bank take to small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.

**Understanding your Current and Available Balance:** Your account has two kinds of balances: Current Balance and the Available Balance.

- The Current Balance is the previous business day's ending balance at the last Bank's update.
- The Available Balance is your Current Balance plus or minus any pending transactions, minus any holds, plus the Overdraft Privilege limit.
- Your Current Balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending.

- Your Available Balance is the amount available to you to use for purchases, withdrawals, or to cover transactions. The Available Balance is your Current Balance, plus or minus any pending transactions and minus any holds on deposited funds, plus the Overdraft Privilege limit.
- The balance used for paying checks and ACH items is your Current Balance, plus the amount of the Overdraft Privilege limit. The balance used for authorizing recurring debit card transactions is your Available Balance, plus the amount of the Overdraft Privilege limit.
- The balance used for authorizing and paying ATM and everyday debit card transactions on accounts with Overdraft Privilege Standard Coverage is your Available Balance but does NOT include the Overdraft Privilege limit.
- The balance used for authorizing and paying ATM and everyday debit card transactions on accounts with Overdraft Privilege Extended Coverage is your Available Balance plus the Overdraft Privilege limit.
- Because your Available Balance reflects pending transactions, your balance may appear to cover a transaction but later upon settlement it may not be sufficient to cover such transaction. In such cases, the transaction may overdraw your account and create an overdraft fee or a return item fee. You should assume that any item which would overdraw your account based on your Available Balance may create an overdraft. Note that we may place a hold on deposited funds in accordance with our Deposit Account Agreement and Disclosure, which will reduce the amount in your Available Balance.
- The Overdraft Privilege amount is not included in your Available Balance provided through online banking, mobile banking, and at Cross Bank ATMs.
- Authorized debit card transactions will be pending until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the pending transaction amount may exceed the amount of the transaction. When the pending transaction settles, the funds will reflect in the Available Balance on your account. If your account is overdrawn after the pending transaction is posted to the Current Balance, an Overdraft Item Fee may be assessed.
- Except as described herein, we will not pay items if the balance in your account (including the Overdraft Privilege limit, if applicable) is not sufficient to cover the item(s) and the amount of any fee(s).

#### **Understanding Overdraft Privilege Limits**

- An Overdraft Privilege limit of \$500 will be granted to eligible Consumer and Business Checking accounts opened at least 30 days in good standing.
- Overdraft Privilege may be reduced if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within 32 days for a minimum of one business day. You must bring your account balance positive for at least one business day to have the full Overdraft Privilege limit reinstated.

If you have any questions about Overdraft Protection or Overdraft Privilege, please call us at (870) 238-8171 or visit a branch.