

OOPS! OCCASIONAL OVERDRAFT PRIVILEGE SERVICE POLICY

Incommons Bank (“the Bank, we, us, or our”) offers the OOPS! Occasional Overdraft Privilege Service(OOPS!) in compliance with applicable laws and regulations. If your account qualifies for OOPS!, we will consider, without obligation on our part, paying items for which your account has insufficient or unavailable funds, instead of automatically returning those items unpaid. This document explains how OOPS! operates.

This service is designed to be used on an occasional basis and should not be used on a regular basis. It is not a line of credit and you will be assessed a charge for each item paid in the overdraft with a maximum amount of five charges daily. If used more than occasionally, you may have this service revoked. You will be notified by mail if this service is revoked.

TRANSACTIONS THAT MAY QUALIFY FOR OOPS!

An overdraft occurs when you do not have enough money in your account to cover a transaction. Although there are many reasons why your account might become overdrawn, most overdrafts result from the following:

- a. You write a check, swipe your debit card or initiate an electronic funds transfer in an amount that exceeds the amount of funds available in your account;
- b. You deposit a check or other item into your account and the item is returned unpaid, which causes a negative balance in your account once your balance is reduced by the amount of the returned check;
- c. You have inadequate funds in your account when we assess a fee or service charge; or
- d. You initiate a transaction before funds deposited into your account are “available” or “finally paid” according to our Funds Availability Policy. For example, if you deposit a check into your account, the proceeds of that check may not be available to you for up to five days after you deposit the check. If you do not have sufficient funds in your account—independent of the check—to cover the transaction, you will incur an overdraft.

The OOPS! Service applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday debit card transactions. The payment order of these items has been disclosed to you under a separate notice. We will not include ATM and everyday debit card transactions within our OOPS! Service without first receiving your affirmative consent to do so. Absent your affirmative consent, ATM and everyday debit card transactions generally will not be paid under OOPS!

Participation in OOPS! is not mandatory. You may opt-out of the service any time by notifying one of our Customer Service Representatives. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under OOPS! without removing other items from the service. Simply inform us of your preference.

As noted above, we retain full discretion to decline to pay any item under the OOPS! program. This means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts.

FEES: For each overdraft we pay, we will charge the standard per item overdraft fee set forth in our fee schedule (**currently \$27.00**). We will notify you by mail if we pay or return any insufficient or unavailable funds items on your account; however, we have no obligation to notify you before we pay or return any item. The amounts of any overdrafts, including our fees, are due and payable immediately or on demand. If more than one item per day is paid within your overdraft limit, you will be assessed a charge for each item up to a maximum of five charges per day. There is no daily maximum number of charges for items paid or returned that exceed your overdraft limit.

ACCOUNTS ELIGIBLE FOR OOPS!

OOPS! is a discretionary service and is generally limited to a \$500 overdraft (negative) balance for Kasasa and Free Checking accounts, \$1000 overdraft (negative) balance for other eligible personal checking accounts, \$1,000 overdraft (negative) balance for Kasasa and Free Checking accounts with a recurring monthly direct deposit or a \$1,500 overdraft (negative) balance for eligible business/commercial checking accounts (subject to approval). A \$100 overdraft will be allowed at inception of each account. Please note that per item overdraft fees count toward your OOPS! Limit. We may in our sole discretion limit the number of accounts eligible for OOPS! to one account per taxpayer identification number. Further, OOPS! is usually extended only to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics:

- a. The account has been open for at least thirty (30) days.
- b. The account has deposits totaling at least \$400 or more within each thirty (30) day period;
- c. The account demonstrates consistent deposit activity;
- d. The account owner is current on all loan obligations with us; and
- e. The account is not subject to any legal or administrative order or levy, such as bankruptcy or tax lien.
- f. The account has not had its ODP revoked within the last twelve months

ACCOUNTS INELIGIBLE FOR OOPS!

All Savings Type Accounts, All Money Market Accounts, All Public Fund/Charitable Organization Accounts, Representative Payee, and Minor Accounts are not eligible.

EXCESSIVE OD USAGE

If you incur more than six (6) overdraft charges in one year, the Bank may contact you to advise you of alternative credit arrangements and, if necessary, a suspension of your overdraft privilege.

OTHER SERVICES

We offer other overdraft protection services in addition to OOPS! These include an overdraft protection linked to another account of yours with us, such as a savings account. If you take advantage of this service, you may save money on the total fees you pay us for overdraft protection services.

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 Customer Service Representatives at any branch.

ELECTION OF OOPS!

I understand that I must meet the eligibility requirements listed above to qualify for the OOPS! Service. I further understand that this is always a discretionary service and that a \$27.00 fee will be charged to my account for each item paid in the OOPS! program up to a maximum of five charges per day.

I may elect to take advantage of the deposit transfer option to save money on the total fees I may pay for the OOPS! Service.

I elect as follows:

_____ I elect to be considered for Occasional Overdraft Privilege Service (OOPS!)

_____ I elect to “OPT-OUT” of the Occasional Overdraft Privilege Service (OOPS!)

_____ I elect to set up an account link between two Incommons Bank accounts that I own.

Customer Signature

Customer Signature

Account # _____