## With OOPS! you can ...

### **CONVENIENT LOCATIONS**



- Protect yourself from overdrafts and declined transactions.
- Protect your finances and avoid costly bank fees and merchant charges with a Citizens 1st Bank Overdraft Protection Plan.
- ✓ Pay your occasional and inadvertent overdrafts up to your assigned OOPS! limit will be considered. These limits include our customary fees set out in the Service Policy. Our fees will be added to any outstanding overdrafts you may have and will be applied against your OOPS! limit.

#### **TYLER**

2001 ESE Loop 323 903-581-1900

#### **JACKSONVILLE**

825 S. Jackson 903-586-2201

#### **NACOGDOCHES**

3010 University Drive 936-560-1401

#### RUSK

125 N. Main 903-683-2277

www.citizens1stbank.com

# OCCASIONAL OVERDRAFT PRIVILEGE SERVICE

Overdraft Consideration
Exclusively For Eligible
Citizens 1st Bank
Checking Account Customers

If you have questions concerning the OOPS! Service, please contact your local Account Representative.

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## have you ever ...

- ✓ Made a mistake in your checkbook?
- ✓ Forgotten to record a deposit? A purchase? A withdrawal? A check order?
- ✓ Had to "guess" at what transactions a joint owner has made?
- ✓ Had a transaction denied or turned down at checkout?
- Had the expense and annoyance of unexpected fees and charges?

We cannot promise or guarantee these things will never happen. But if they do, consider OOPS!

## you deserve consideration...

Rather than automatically returning unpaid all insufficient funds items that you may have, we will consider, without obligation on our part, payment of your reasonable overdrafts up to your assigned OOPS! limit.

To sign up for this service, please contact your local new account representative. With some exceptions, most of our checking account types, and individual accounts, are eligible for this service. See "Ineligible Accounts"; "Eligible Account Types"; and "Eligible Transaction Types." Separate "opt-in" form required for ATM withdrawals and everyday debit card transactions to be included in this service.

If you do <u>not</u> use the OOPS! Service it costs you NOTHING. "Use" means you initiate insufficient funds transactions. If you <u>do</u> use the OOPS! Service you WILL be charged our customary fees.

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#### **OOPS! Service Policy**

(A Discretionary Overdraft Service)

It is Citizens 1st 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; 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, all nonsufficient funds items that you may have, if your "eligible account type" 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, (B) You are not in default on any loan obligation to us, and (C) Your account is not the subject of any legal or administrative 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 OOPS! Limit, including our fees. We reserve the right to require you to pay your outstanding overdraft (negative) balance, including our fees, immediately or on demand.

- This discretionary\* service will generally be limited to a \$300 overdraft (negative) balance for eligible Free Checking, Regular Checking and Banclub Checking Account types, a \$500 overdraft (negative) balance for eligible Now Accounts, and a \$800 overdraft (negative) balance for Super Now Accounts. Our normal fees and charges including, without limitation, our returned-item (RI) or overdraft (OD) fees; up to \$29.00 per returned-item or overdraft item, as set forth in our fee schedule, may be charged for each transaction initiated for payment from your checking account that does not have sufficient collected funds. An additional \$6.00 fee may be charged for each day your account is overdrawn. There is a limit of four overdraft item fees per day that we may charge your account. There is no limit to the number of days we can charge you for overdrawing your account. We do not charge overdraft fees for underlying transaction amounts of less than \$10.00 or any amount that would overdraw an account by less than \$10.00. Typically, we will charge our normal RI/OD fee whether we approve an overdraft item for payment or return it unpaid.
- Our RI/OD and daily overdraft fees will be included in and count against your assigned OOPS! Limit. Whether your overdrafts will be paid or not is at our sole discretion and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing as described above, or if you have too many overdrafts. 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 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 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 (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 including our fees.
- Optional Overdraft Protection Services: We offer an additional overdraft protection service called "Transfer" (from another account of yours with us) Overdraft Protection. If you choose this service, you may save money on the total fees you pay us for overdraft protection services.
- Ineligible Accounts and Limitations: Available only for eligible checking accounts that are maintained in good standing as defined above. Savings Type Accounts, Money Market Accounts, Public Fund/Charitable Organization Accounts, Certain Trust Accounts and Minor Accounts (not of legal age) are not eligible for this service. We may, in our sole option and discretion, limit the number of your accounts eligible for OOPS! to one account per household and/or one account per taxpayer identification number.
- Eligible Account Types and Limits: The account types that are eligible for **OOPS!** are: Personal/Regular Checking \$300 overdraft (negative) balance; Free Checking \$300 overdraft (negative) balance; Banclub Checking \$300 overdraft (negative) balance; Now Checking \$500 overdraft (negative) balance and Super Now Checking \$800 overdraft (negative) balance.
- Transactions That May Cause or Create Overdrafts Using Your OOPS! Limit: Returned item transactions initiated for payment against your checking account may be paid by us using your assigned OOPS! Limit, including our fees. Our RI/OD fee may be imposed for paying, or not paying, overdrafts you create by: Checks; In person (teller) withdrawal; ATM withdrawal; or other electronic means
- 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 your local consumer counseling service.
- ALWAYS A DISCRETIONARY\* SERVICE: Our OOPS! Service 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. Our OOPS! 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.

You May Always Opt-Out: You may choose at any time to not participate in **OOPS!** by notifying one of our Service Representatives. They will explain what this ("Opt Out") means, and the potential consequences, for you.