

OVERDRAFT PRIVILEGE (ODP) SERVICE

**Account
Holder:**

Financial Institution: Oconee State Bank
P. O. Box 205
Watkinsville, GA 30677

OVERDRAFT PRIVILEGE (ODP) SERVICE: An insufficient balance can result from several events, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you; (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. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds. An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways: (1) We have standard overdraft practices that come with your account. (2) We also offer overdraft protection plans, such as a link to a savings account or to an overdraft line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans. If you maintain your account in good standing, we may approve your overdrafts within your current available Overdraft Privilege (ODP) Service limit as a non-contractual courtesy. Your account is in good standing if you (1) demonstrate responsible account management—such as making regular deposits to bring your account to a positive balance at least once every 30 days (including the payment of all bank fees and charges); (2) avoid excessive overdrafts suggesting the use of ODP as a continuing line of credit, and (3) there are no legal orders, levies or liens against your account. In addition, based upon our review of your account management, if we determine you may be using ODP as a regular line of credit by creating excessive overdrafts, we may suspend the privilege without any prior notice. In the normal course of business, we generally pay electronic transactions first and then checks (serial number order), 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 of item payment may create multiple overdrafts during a single banking day for which you will be charged our standard NSF fee of \$35 for each overdraft (paid or returned). We limit the number of NSF and/or overdraft fees that may be charged to a consumer account in a single day to a maximum of five (5) fees or \$175.00. You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. We will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft **plus** the bank's standard NSF fee of \$35 (per presented or represented item) will be deducted from the overdraft limit. We may refuse to pay an overdraft to you at any time 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 overdraft plus our standard NSF fee of \$35 that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one 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 overdraft plus our standard NSF fee of \$35. ODP should not be viewed as an encouragement to overdraw your account. We encourage you to manage your finances responsibly. If you would like to have this service removed from your account, please call (706) 769-6611. Please note that your ODP limit may be available using traditional paper-based check processing, a teller withdrawal, an ACH transaction, a recurring point-of-sale transaction, or through Online Banking; however, inquiries through our Online Banking and Telephone Banking services will not include your ODP limit. Inquiries at an Oconee State Bank Automated Teller Machine (ATM) will not include your ODP limit in the available balance printed on your receipt. Additionally included with proper "Opt In" documentation from you, we may authorize and cover transactions from an ATM and one-time use point-of-sale terminal transactions.

LIMITATIONS: ODP is a non-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal or household use. If you are a new account holder, you may be able to use the overdraft privilege service 30 days after the account is opened. ODP will remain available on your account assuming you demonstrate responsible account management by making regular deposits to maintain your account with a positive balance, and there are no legal orders, levies or liens against your account. ODP is not available on checking accounts opened for Home Equity Loan transfer purposes. Oconee State Bank reserves the right to limit participation to one account per household and to suspend, revoke, or discontinue this service without prior notice.

LIMIT: Minimum \$500.00.
