

Courtesy Overdraft Privilege Service
Peoples Bank of Alabama
Customer Disclosure

In our effort to provide you with excellent service, we offer a Courtesy Overdraft Privilege service. This is a non-contractual discretionary service that is considered to pay your overdrafts as long as you remain in good standing.

When opening a new checking account, you become eligible for the Courtesy Overdraft Privilege Service with a minimum limit of \$50.00, as long as your account remains in good standing with the bank. This service may provide you with an overdraft privilege of at least \$50.00 including fees. You may be assessed a **\$22.00 Overdraft Fee** per item for the first 6 items we pay that are presented or represented against an insufficient actual (end of day) balance in your account on any given day. In addition, an **Overdraft Continuation Fee of \$5.00** may be charged every 5th business day the account is consecutively overdrawn with a maximum Continuation Fee of \$30 during each consecutive overdraft period.

Your account is considered to be in “**good standing**” when the following criteria are met:

- You bring your account to a positive end-of-day balance for at least one business day every 45 calendar days (including the payment of all bank fees and charges).
- You are not 60 days or more past due on any loan or other obligations to us.
- You have no legal orders, levies or liens against your accounts with us.
- You have no evidence or appearance of fraudulent activity on your account(s).

If your account is no longer in good standing, Courtesy Overdraft Privilege Service may be reduced to the minimum amount or revoked.

An overdraft may 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; or (4) the deposit of items which, according to the bank’s Funds Availability Policy, are treated as not yet available. At the close of business day if your account is overdrawn \$10.00 or less it will not be considered to have an insufficient balance and will not be charged an overdraft fee. We will not pay and charge a fee for ATM or one-time debit card transactions that cause an overdraft on your account unless we have obtained your affirmative consent to pay these items and provided you with a written confirmation of your consent.

In the normal course of business, we generally pay all transactions **per the bank’s policy in the following order; (1) electronic transactions first in order they are presented for payment, then (2) checks cashed or checks issued for loan payments or bank products then (3) all other checks by serial number on paying day. The bank reserves the right to change the order of payment without notice if fraud or possible illegal activity affecting the account is suspected.**

The maximum number of multiple overdraft items paid in a single banking day that the Bank will assess an overdraft fee is six (6) per individual account.

We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you if we believe the overdraft and all related fees cannot be repaid or if your account is not in good standing. Items not paid will result in checks or other items being returned to payee. You may be charged a **Nonsufficient Funds Return Fee (NSF) of \$22.00** for each item returned by the bank.

You may opt out of this Courtesy Overdraft Privilege Service at any time. You are responsible for any overdrawn balances at the time of opting out. Courtesy Overdraft Privilege Service should not be viewed as a license to overdraw your account. To avoid fees, we encourage you to keep track of your account balance by entering all items in a check register, reconciling your check book regularly, and managing your finances responsibly. If you would like to have this service removed from your account, please call **us at 1-877-788-0288, visit any branch location or mail your request to: Peoples Bank of Alabama, Attention: NSF Department, 1912 Cherokee Ave S.W., Cullman, AL 35055.**

You will be notified by mail (or e-statement message) 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 any fees that you owe us, shall be due and payable upon demand, or no later than 45 calendar days after the creation of the overdraft if no demand is made. If there is an overdraft on an account with more than one owner on the account, each owner and agent, if applicable, shall be jointly and severally liable for all overdrafts inclusive of fees.

If you make a balance inquiry at an ATM, through Online Banking or Telephone Banking, or in person, you will be provided with your available account balance without the Courtesy Overdraft Privilege Service amount.

LIMITATIONS: Courtesy Overdraft Privilege Service is discretionary, is not to be construed as a line of credit, and is a non-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal or household use. Peoples Bank of Alabama reserves the right to limit participation to one account per household and to suspend, revoke, or discontinue this service without prior notice. Courtesy Overdraft Privilege is not available for Student Checking or accounts used for fiduciary purposes.

OTHER OVERDRAFT PROTECTION SERVICES: The Bank’s Courtesy Overdraft Privilege Service is only one of several overdraft protection services that we offer. Other overdraft protection services we offer that may be less costly to you include the following: the overdraft sweep service and an overdraft line of credit. To learn more about any of our overdraft protection services, please visit one of our branches, our online banking site at www.peoplesbank.al.com/overdraft or call us at 1-877-788-0288.