Overdraft Privilege Service
(A Discretionary Standard Overdraft Practice)

It is the policy of TotalBank (the bank, "we", "us", or "our") to comply with the applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

A non-sufficient funds (negative) balance may result from: A) The payment of checks, electronic funds transfers, or other withdrawal requests; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) Our Fees/Charges; E) The deposit of items which according to our Fund 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 collected funds. Rather than automatically returning, unpaid, any non-sufficient funds items that you may have, if your eligible account has been open at least ninety (90) days and thereafter you maintain your account in good standing, which includes at least: A) A deposit has been made to your account within the last 30 days B) You are not in default on any loan obligation to us, C) You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days, and D) Your account is not the subject of any legal or administrative order or levy, we will consider, without obligation on our part, approving your reasonable overdrafts; as a purely discretionary overdraft "privilege" or "courtesy". Of course, any and all fees and charges, including without limitation our Non-Sufficient Funds/Overdraft fees, and Continuous Overdraft Fee(s), as set forth in our Fee Schedule, will apply to any transaction that overdraws your account. (see "Eligible Account and Transaction Types").

We may refuse to pay an overdraft for you at any time, even if 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 whether the bank chooses to pay or return. The amount of any overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charges, shall be due and payable upon demand.

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, presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Non-Sufficient and/or Overdraft (NSF/OD) Charges.

LIMITATIONS: Savings Type Accounts, Money Market Accounts, Public Fund/Charitable Organization Accounts, Minor Accounts, and held in Trust for Minor Accounts (not of legal age) are not eligible. We may limit the number of accounts eligible for Overdraft Privilege Service to one account per household and/or one account per taxpayer ID.

ELIGIBLE ACCOUNT TYPES: Domestic Personal Checking accounts.

ELIGIBLE TRANSACTION TYPES: We <u>may</u> authorize and pay overdrafts for the following type of transactions: Checks, ACH and Automatic Bill Payments.

ATM WITHDRAWALS AND ONE-TIME DEBIT CARD TRANSACTIONS (Non-recurring transactions)
We <u>do not</u> authorize and pay overdrafts for ATM and one time Debit card transactions unless you Opt-in. Please ask your Relationship Banker for more information.

OPTIONAL OVERDRAFT PROTECTION SERVICES: You may apply for overdraft protection transfer from a designated savings or checking account. If you qualify for these services, you may save money on the fees/charges you pay us for overdraft protection. For ATM/POS transactions you must be enrolled in both the Overdraft Privilege Service and the Overdraft Protection Service to avail yourself of the lower fees. In case funds are unavailable in your linked account, you will be subject to the Non-Sufficient and/or Overdraft (NSF/OD) Charges.

CUSTOMER OPT-OUT: You may choose at any time not to participate in our Overdraft Privilege Service by notifying one of our Relationship Bankers.

IF YOU NEED HELP: Overdrafts should never be used to finance ordinary or routine expenses, and you should not rely on overdrafts to cover these expenses. If at any time you feel you need help with your financial obligations or would like to discuss other overdraft protection options, such as Overdraft Protection, please contact a Relationship Banker at (305) 448-6500.

ALWAYS A DISCRETIONARY SERVICE: Our Overdraft Privilege Service does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of our or by us. This service represents a purely discretionary privilege or courtesy 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.

OPT-IN FORM

What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices ("Overdraft Privilege Service") that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings or checking account which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our Overdraft Privilege Service

What is the Overdraft Privilege Service that comes with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic Bill Payments

We do not authorize and pay overdrafts for the following types of transactions unless **you Opt-In** (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined and you will be charged an NSF/Overdraft (OD) fee of $32 for each returned item..

What fees will I be charged if TotalBank pays my overdraft?

Under our Overdraft Privilege Service::

- We will charge a fee of **$32** per item each time we pay an overdraft.
- Also, a $5 daily continuous overdraft fee will be assessed beginning on the 6th consecutive day of an overdraft balance, but will be limited to a maximum of 20 days.
- We will not assess NSF/Overdraft (OD) fees if the total amount overdrawn balance is $10 or less.
- There will be a limit of 3 NSF/Overdraft (OD) Fees per day.

What if I want TotalBank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want TotalBank to authorize and pay overdrafts on ATM and everyday debit card transactions:

a. Mail the completed form to: TotalBank, PO Box 450678, Miami, FL 33245-9782
b. Fax the completed form to: (305) 476-6088
c. E-mail the completed form to: Optin@totalbank.com
d. Call or visit your local Banking Center

Can I revoke my consent once I opt-in?
If after opting-in for ATM withdrawals and one time Debit Card transactions you would like to have this service removed from your account; you may do so by phone, mail, in person, by fax at (305) 476-6088, or E-mail at optout@totalbank.com . However, once this service is removed, you should keep in mind that we will no longer pay overdraft for ATM and everyday day debit card transactions, but we may use our discretion and pay overdraft for checks and other transactions under certain circumstances and will always charge you an overdraft fee according to our standard overdraft practice.

Please note: only customers with a TOTALBANK checking account and Debit/ATM Card are eligible to opt-in. If you have any questions, please call your TotalBank Banking Center.

-------- **I do not** want TotalBank to authorize and pay overdrafts on my ATM and one-time debit card transactions.

----- **I want** TotalBank to authorize and pay overdrafts on my ATM and one-time debit card transactions.

Printed Name: Date:

Account Number ---------- Account Number----------

Account Number ---------- Account Number----------

NOTE: For new customers, this service will start after 90 days of account being opened.