

First Southern Bank Overdraft Privilege Disclosure

We believe it is important for you to use your checking account responsibly and to never intentionally overdraw your account. However, we realize that financial shortfalls happen from time to time and we have options available for you. As a benefit to our customers, we offer these useful services to cover you in the event that you overdraw your checking account.

Overdraft Payment options:

Overdraft Privilege - Overdraft Privilege is a service we add to your checking account to cover overdrafts to a set limit, subject to the eligibility criteria as explained below. With Overdraft Privilege we will generally pay your overdraft items up to \$500.00. Whether overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. When we pay overdraft items for you, you will be charged our normal overdraft fee, currently \$32.00, for each item that is presented. Both the amount of the overdraft items and all applicable fees, including but not limited to the overdraft fees, are included in this limit. All deposits to overdrawn accounts are applied to the negative balance.

Eligibility Criteria - No application is required for the Overdraft Privilege; eligibility is at the sole discretion of the bank and is based on you managing your checking account in a responsible manner. You will be eligible for the Overdraft Privilege unless:

- You are more than 30 days past due on any Bank loan or delinquent on any other obligation to the Bank.
- You are subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding.
- You have an outstanding balance on an Overdraft Repayment Plan.
- An extended hold is being placed on your checking account or any other account relationship, in which case your Overdraft Privilege will be suspended without prior notice.
- You are a minor.
- A ChexSystems or any other negative indicator is present.
- You have an account that has been opened less than 90 days, or if you were overdrawn for more than 5 consecutive days during the first 90 days that your account was open.
- Your account is a fiduciary trust, executor account, representative payee account or an escrow account.
- Your account is classified as dormant.

Suspension/Removal of Privilege – You may be suspended or removed immediately from the Overdraft Privilege if:

- ? You do not bring your account to a positive balance within a 30 day period
- ? You fail to meet our eligibility criteria
- ? If you meet all the criteria listed above, we may still remove the privilege if we believe you are not managing your account in a responsible manner which may harm you or us.

Transactions Eligible for Overdraft Privilege – Overdraft Privilege will be available for all checks written, in-person withdrawals, ACH transactions, preauthorized automatic transfers, and internet banking. Overdraft Privilege will not be available for ATM and everyday debit card transactions unless you authorize the bank by completing an ATM/Debit Card Consent Form.

Note: If you have consented to Overdraft Privilege for ATM transactions, please verify your balance before initiating an ATM cash withdrawal to see if the withdrawal will create an overdraft on your account. All overdrafts will be subject to our \$32.00 overdraft fee for each withdrawal until the account returns to a positive balance.

Payment Order of Items – The order in which items are presented may affect the total fees assessed to your account. The first items we pay are any items that were submitted electronically, such as ATM withdrawals, debit card transactions, preauthorized automatic transfers, telephone-initiated transfers and any other electronic transfers. We then pay any checks cashed by our employees. Finally, we pay the remaining items based on check number order.

Opt Out - You may never need to take advantage of the Overdraft Privilege, but you may find it useful in the event of a temporary shortfall. If you do not want to have Overdraft Privilege, simply contact us and we will provide you with an opt-out form to remove this benefit from your account. It is important for you to consider that there is no additional cost for Overdraft Privilege and that by opting out you are instructing the Bank to return unpaid all items presented against insufficient funds. If you opt-out, you will still be charged our \$32.00 returned item fee. Customers who receive a Social Security, federal direct deposit, or any other entitlement benefit must opt-out if they do not want the Bank to apply those funds to pay an overdraft.

Additional Information - Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories and the Bank with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them.

Waiver: The Bank's forbearance from, or delay in, exercising any of the Bank's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this Overdraft Privilege disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the Bank's rights, remedies or privileges.

You and the Bank agree that the exclusive remedy and forum for all disputes arising out of the overdraft privilege or your or Bank's performance there under, except for matters you or Bank take to small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.

Effective Date - All information in this disclosure is effective immediately.