

Overdraft Privilege Service Policy

Wayne County Bank ("we, us or our") offers an Overdraft Privilege (ODP) service that is described below.

Advisory

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 one of our service representatives at 931-722-5438. Additional financial management resources are also available on our website (www.waynecountybank.com) and at (www.mymoney.gov)

Overview

An overdraft occurs when you do not have enough money in your account to cover a transaction. This ODP Service is a way to cover some overdrafts (subject to certain restrictions), including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday debit card transactions; however, we cannot generally cover ATM and everyday debit card without first receiving your affirmative consent to do so. If you do not opt-in or elect coverage, ATM and everyday debit card transactions generally will not be paid under this service.

Participation in ODP is not mandatory. You may opt-out of the service any time by notifying one of our service representatives. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under ODP without removing other items from the service. Simply inform us of your preference.

Whether your 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. If we do not authorize and pay an overdraft, your transaction will be declined and we may assess a Returned Item fee on your account in accordance with your account agreement and the fee schedule in effect at the time of the overdraft.

Fees

A fee may be imposed for covering overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means. For each overdraft we pay, we will charge the standard per item Overdraft Item fee set forth in our fee schedule (currently \$25.00). We will not charge Overdraft Item Fees, if your account balance at the end of a business day is overdrawn by \$25 or less. For example, if at the end of Monday your account is overdrawn by \$15 and on Tuesday an additional \$20 item is paid resulting in an a \$35 overdrawn account balance at the end of Tuesday, you would be charged a \$25 Overdraft Item Fee in relation to the \$20 item paid on Tuesday. Please note, multiple Overdraft Item fees may be charged to your account each day; however, we limit overdraft fees to \$100 per day. For example, if you have 4 paid overdrafts in one day, and your account balance is overdrawn \$25 or more, your total overdraft fees would be \$100. Similarly, if you have six paid overdrafts in one day, and your account balance is overdrawn \$25 or more, your total overdraft fees would still only be \$100. Please be advised that transactions may not be processed in the order in which they occur, and the order in which transactions are received by the bank and processed can affect the total amount of overdraft fees you incur. Currently, the Bank processes items from the smallest amount to the largest, however, we reserve the right to change this practice. If you have specific questions about the clearing of an item, please ask one of our staff members. In addition, any item returned unpaid outside of this program will be charged a Returned Item fee of \$25 per item.

Notifications

We will notify you by mail if we pay an overdraft or return any items. In addition, we will also notify you if we believe you are overusing or abusing the service as well as if we terminate your participation in the service.

Alternatives

We offer other overdraft protection services in addition to ODP. These include automatic transfers from another account of yours with us. This alternative may save money on the total fees you pay us for overdraft protection services; however, there is a \$5 charge for each automatic transfer and there are no daily maximums for such transfer fees.

Accounts Eligible for ODP

Our ODP is a discretionary service and is generally limited to a maximum of \$300 overdraft (negative) balance. Please note that both per item overdraft fees and the amount of the actual overdraft items will be subtracted from your available ODP limit. We may in our sole discretion limit the number of accounts eligible for ODP to one account per household or per taxpayer identification number. Further, ODP is usually extended only to accounts in good standing. Ask one of our staff members about our account good standing qualification standards. The amounts of any overdrafts, including our fees, are due and payable immediately or on demand. If you do not adhere to this requirement after 45 days of remaining in a negative balance, your account will no longer be eligible to participate in the overdraft protection program. Finally, the Bank reserves the right to report such accounts to credit bureaus.

Additional Information

Please be advised that the Bank uses the "Available Balance" method in regards to the posting of debit card transactions. Accordingly, on debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. When this happens the Bank's processing system cannot determine that the amount of the hold exceeds the actual purchase amount. This temporary hold and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be several days before the adjustment is made. Until the adjustment is made, the amount of funds in your account will be reduced by the amount of the temporary hold and will not be available for your use. Accordingly, if another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will result in an insufficient funds transaction. If the Bank does not pay it, you may be assessed a Returned Item Fee. If the Bank does agree to pay the item, you will be assessed an Overdraft Item Fee provided you have elected (opted-in) to have such debit card items covered. If you have not elected or opted-in to have such items covered, the transaction will not be approved. Please be advised that you may be charged such fees even if you would have had sufficient funds in your account if the amount the hold had been equal to the amount of your purchase.

In addition, please note that if an item which you authorized (such as an ACH or other electronic transaction) or drafted (such as a check) is presented for payment in an amount that exceeds the balance in your account and the Bank decides not to pay the item or approve the transaction, you agree that the Bank may charge you a Returned Item Fee for returning the item or transaction. In addition, also be advised that an item or payment may be presented multiple times and the Bank does not monitor or control the number of times an item or transaction is presented for payment. Accordingly, you agree that the Bank may charge you a Returned Item Fee each time an item is presented as long as the balance in your account is insufficient to cover the amount of the item or transaction, regardless of the number times it is presented. Furthermore, in the event the Bank agrees to pay or approve a previously presented item and the balance in your account is insufficient to cover the item or transaction, you may be charged an Overdraft Item Fee in addition to any Returned Item Fees that have previously been incurred in relation to such item or transaction.