

## Overdraft Privilege Disclosure

**We believe it is important for you to use your checking account responsibly. To reduce the chances of overdrawing your account and incurring fees, you should follow these tips:**

- Do not write a check if you don't have the funds.
- Reconcile your account as soon as you receive your bank statement.
- Keep a record of all transactions daily as you make them. Use a check register for recording the transactions and keep a record of your balance after each transaction. Go by that balance when making a financial decision.
- Be aware that not all transactions are processed in real time and may be presented on your account at different times of the business day. Some checks may be received at a time that you will NOT see them as pending items before they are actually charged to your account.
- Do not write a check relying on "float" (the time it takes a check to get to the bank to be posted to your account). Technology has drastically reduced the time between writing a check and it being presented on your account.
- Ask about all overdraft protection options and select the one best suited to your financial needs.

We realize that financial shortfalls happen from time to time. As a benefit to our customers, Red River Bank offers Overdraft Privilege to those customers who wish to have this service.

Red River Bank has alternative funding sources for overdraft events instead of the Overdraft Privilege service. For more information on these alternative funding sources, please consult an officer or new accounts personnel at any of our banking center locations.

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. While we reserve the right to unilaterally refuse to pay any item that is presented, with Overdraft Privilege we will generally pay your overdraft items up to \$300 for Totally Free, Advantage Checking, and Senior Platinum Checking accounts or \$500 for Superior Checking accounts. When we pay overdraft items for you, you will be charged our standard 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 \$32.00 overdraft fees are included in this limit. The overdraft fee is subject to change; however we will provide 30-day advance notice if the overdraft fee changes.

**Eligibility** - No application is required for the Overdraft Privilege; eligibility is based on you managing your checking account in a responsible manner. You will be eligible for the Overdraft Privilege if you meet the following requirements:

- You do not have an overdraft line of credit service on your account.
- Your account must have a positive balance at least once every 30 days.
- You are not more than 30 days past due on any Bank loan or delinquent on any other obligation to the Bank.
- You are not subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding.
- You do not have an outstanding balance on an Overdraft Repayment Plan.
- You do not have an extended hold on your checking account or any other account relationship.
- You are not a minor.
- A debit bureau (eFunds) report does not have any negative financial indicators.
- Your account has been active for more than 60 days.
- Your account has not been overdrawn for more than 8 days during the first 60 days that your account was open.
- Your average monthly deposits are \$300 or more.
- You maintain the minimum balance required for your type of checking account according to the service charge schedule.
- Your account has no improper activity taking place in your account.
- Your account is not a fiduciary trust or escrow account.
- Your account is not classified as dormant.
- Your account is a consumer checking account.
- You do not have Overdraft Privilege on another account with the Bank.
- Your mailing address on file with the Bank is current.

## Overdraft Privilege Disclosure (continued)

**Notification** – You will be notified by postal mail when you have qualified for the Overdraft Privilege Service.

**Account Owners** – Any one owner on an account may consent or revoke consent to have Overdraft Privilege on an account. Any one owner on an account may consent or revoke consent to have the Overdraft Privilege limit available for ATM withdrawals and everyday CheckCard Transactions. If there is conflict between account owners, the most recent consent/revocation decision provided to the bank will be the prevailing decision on which the bank will act.

**Suspension of Privilege** - After the Overdraft Privilege has been activated, we have the right to immediately suspend the privilege at any time based on failure to meet our eligibility criteria listed above. We also reserve the right to immediately suspend the privilege if we believe you are not managing your account in a responsible manner which may harm you or us.

**Transactions Covered by Overdraft Privilege** - The Overdraft Privilege will cover payment for checks you write, for transactions you made using your account number, and for ACH debits. Overdraft Privilege will also cover payment for ATM withdrawals and everyday CheckCard transactions if you **ask us to**. You must provide affirmative consent to the bank for Overdraft Privilege limits to be available for ATM withdrawals or for everyday CheckCard point-of-sale transactions.

**Payment Order of Items** - If you have authorized ATM withdrawals or CheckCard transactions that are pending and not yet charged to your account, the funds for these authorizations will be withheld from the balance available for payment of any item presented for payment on your account.

The first items that we pay are checks cashed by our employees or that you have written to us. We then pay any items that were submitted electronically, such as ATM withdrawals, ACH items, CheckCard transactions, preauthorized automatic transfers, telephone-initiated transfers and any other electronic transfers. Finally, we pay the remaining items (checks) based on check number order.

**Revocation by account owner** - You may never need to take advantage of Overdraft Privilege, but you may find it useful in the event of a temporary shortfall. If you want to revoke your consent to have Overdraft Privilege on your account or to keep Overdraft Privilege on your account and only revoke your consent to have the Overdraft Privilege limit available for ATM withdrawals and everyday CheckCard transactions, simply inform us of your decision by visiting any of our banking center locations, or by calling us in Central Louisiana at 318-561-5800 or Northwestern Louisiana at 318-675-2900, or by notifying us through our website at [www.redriverbank.net](http://www.redriverbank.net).

**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.

[www.redriverbank.net](http://www.redriverbank.net)

318-561-5800 (Central Louisiana) or 318-675-2900 (Northwest Louisiana)