



## RED RIVER BANK

A Louisiana Community Bank • Member FDIC

Dear Valued Customer:

Thank you for choosing Red River Bank as your financial partner. We're always looking for ways to make banking with us as easy and convenient as possible. Beginning today, we will provide you with our standard discretionary overdraft service, **Overdraft Privilege\*** for your checking account. Having insufficient funds in your account can put you at risk for returned checks or having your online bill payments denied. It can mean embarrassing phone calls and unwanted fees charged by vendors.

We understand that mistakes happen. If they do, we think you're going to appreciate Overdraft Privilege.

- It's confidential
- You do not need to do anything to activate this service
- If you don't use it, it won't cost you anything

Your **Overdraft Privilege** will be available for checks, in person withdrawals, ACH transactions, pre-authorized automatic transfers, internet/Bill Pay, and telephone-initiated transactions. **Overdraft Privilege** is not currently available for authorization of ATM withdrawals and every day debit card transactions. If you want Overdraft Privilege available for authorization of ATM withdrawals and every day debit card transactions, we must receive your consent by notifying a bank representative or contacting us by phone.

*\*Please take a minute and read through the enclosed Overdraft Privilege Disclosure for more information on this service. 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. You will be charged our normal overdraft or NSF-Returned Item fee for each item that is presented, up to the maximum daily limits, and you must bring your account to a positive balance immediately. In the event that you do not want this service on your account, simply contact us. However, these fees may still apply even when you opt out of this service. Refer to your Schedule of Fees for Additional Services disclosure for a current list of our fees and charges.*

If you have any questions, please contact us at 866-561-4090. For more information, logon to [redriverbank.net](http://redriverbank.net).



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## 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 and set up alerts to help monitor your account balance.
- ✓ 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.
- ✓ Do not rely on "POS or ATM transaction float" (the time it takes for an authorized transaction to post to your account). When you receive an approval for a CheckCard transaction, we immediately hold those funds for the merchant and the funds cannot be used to pay for other items posting to 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, Overdraft Privilege (ODP) is a service we provide to our checking account customers to cover inadvertent overdrafts. The service is subject to eligibility criteria and other constraints as explained below.**

- **You are NOT required to have this service on your account** – You may opt-out at any time.
- **The payment of overdrafts is not guaranteed** – With ODP we will strive to pay your overdraft items for Totally Free Checking, Advantage Checking, Senior Platinum Checking, and Superior Checking accounts; however, 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.
- **You will be charged an overdraft fee for each insufficient item paid into overdraft** – You will be charged our normal overdraft or NSF-Returned Item fee for each item that is presented. When more than one overdraft item is presented and paid, multiple overdraft fees may be charged. We will limit the fees we charge to six (6) overdraft fees per account, per business day. Both the amount of the overdraft items & all other fees, including but not limited to overdraft fees, will reduce the available balance in your account and may result in additional overdraft fees.
- **Suspension of Overdraft Privilege** – If you overdraw your account, you must return the account to a positive balance immediately. Your Overdraft Privilege may be suspended if you do not bring your account

to a positive balance or if we believe you are not managing your account in a responsible manner which may harm you or the Bank.

- **Deposits to Overdrawn Accounts** – All deposits to overdrawn accounts are applied to the negative balance.
- **Closing of Overdrawn Accounts** – Checking accounts that remain overdrawn for **45** consecutive calendar days will be closed and may be reported to a consumer reporting agency.
- **Excessive Use** – ODP is not designed to be used as a permanent solution for financial needs. The Bank monitors accounts for excessive use and we may remove ODP if we believe you are not managing your account in a responsible manner which may harm you or the Bank.

**Overdraft Protection Options.** There are other overdraft protection options available which may be less costly.

Product/Service	Description	Cost
<i>Transfer from another account</i>	This service lets customers choose additional deposit accounts at Red River Bank as an alternate funding source to fund an overdraft situation.	\$10 per transfer
<i>Personal Overdraft Line of Credit</i>	A loan that requires an application to be completed and approved. If an overdraft situation occurs on a checking account and there are available funds on the Overdraft Line of Credit, funds will be transferred from the Overdraft Line of Credit to the checking account to cover the items being paid.	APR and annual fee

**Discretionary Criteria For ODP** – No application is required; ODP is not a line of credit, or a right or obligation guaranteed to you. Our standard overdraft practice is to strive to pay your overdrafts based on certain discretionary criteria. The criteria may include, but is not limited to, any or all of the following and is subject to change without notice.

- The age of your account.
- The deposit behavior in your account and any related accounts.
- The overdraft behavior of your account and any related accounts.
- The status of any loan or other obligation to us.
- The status of any legal or administrative order or levy.

**Transactions Eligible for Overdraft Privilege Coverage:**

- Checks
- ACH transactions
- ATM withdrawals\*
- Everyday debit card transactions\*
- In-person withdrawals
- Internet banking/Bill Pay
- Preauthorized automatic transfers
- Telephone banking

**\*ATM/Everyday Debit Card Transactions** - Overdraft Privilege will only be available for ATM and everyday debit card transactions if you have authorized the Bank to pay those transaction types (Overdraft Privilege Plus). Please verify your available balance before initiating these types of transactions. **Your available balance is not the same as your current balance.** Because we process transactions at the close of business, your current balance may not reflect transactions that you have made throughout the day.

**Account Types Eligible for Overdraft Privilege:**

- Totally Free Checking
- Advantage Checking
- Senior Platinum Checking
- Superior Checking

**Payment Order of Items** – Items presented for payment may not be processed in the same order as they were received and that order may affect the total fees assessed to your account. Generally the first items that we pay

are ATM withdrawals, debit card transactions, and any checks cashed by our employees or that you have written to us. We then pay any items that were submitted electronically, such as ACH items, preauthorized automatic transfers, telephone-initiated transfers and any other electronic transfers. Finally, we pay the remaining items based on check order sequence. **NOTE: Holds placed on your available account balance for pending debit card/electronic transactions, including gasoline, hotel/rental car deposits, etc., may reduce your available balance and cause your account to become overdrawn and overdraft fees may be assessed when the items are posted to your account.**

**Financial Education** – The Bank believes that financial literacy and education helps consumers make informed decisions. Awareness of personal financial responsibility allows consumers to realize the benefits of responsible money management, understand the credit process and the availability of help if problems occur. [www.MyMoney.gov](http://www.MyMoney.gov) is the federal government's website for federal financial literacy and education programs, grants and other information. To request a personal financial toolkit, call 1-888-MyMoney. Red River Bank also provides information on educational resources on our website.

**Checking Account Agreement** – 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 ODP 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.

**Remedy:** You and the Bank agree that the exclusive remedy and forum for all disputes arising out of the Overdraft Privilege/Overdraft Privilege Plus 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.

**Overdraft Privilege Opt Out** – If you have Overdraft Privilege on your account and you no longer want the service, simply contact us at 866-561-4090, and we will remove this service from your account.

**Effective Date** – All information listed in this disclosure is effective January 1, 2024.