

OVERDRAFT PRIVILEGE DISCLOSURE

All America Bank
P.O. Box 300
Mustang, OK 73064
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Overdraft Privilege Disclosure

(A Discretionary Overdraft Service*)

All America Bank

It is the policy of All America Bank (“the Bank, we, us, or our”) to comply with 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) The imposition of applicable service charges; or E) The deposit of items which according to the Bank’s Funds 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 you “Opt In” to the Overdraft Privilege Service, and if your eligible account (primarily used for personal and household purposes) has been open for at least thirty (30) days, you have made deposits totaling \$500 within the last 30 days and thereafter, you maintain your account in good standing, which includes at least: (A) You bring your account to a positive balance (not overdrawn) at least once every thirty-five (35) days, (B) Your account is not the subject of any legal or administrative order or levy, and (C) Approval from your Account Manager, **we will consider, without obligation on our part, approving your reasonable overdrafts.** This discretionary service is limited to a \$500 overdraft (negative) balance for eligible personal checking accounts. Of course, any and all fees and charges, including without limitation our overdraft/returned fees (as set forth in our fee schedules) will be included in this limit. Our overdraft/returned fee is \$25.00 per item with a maximum of \$200.00 or 8 items per day. The \$25.00 fee does not apply to ATM or one time Point of Sale transactions unless you “Opt In” Extended Overdraft Privilege, authorizing the bank to pay overdrafts on your everyday debit card transactions. We also charge \$25.00 each consecutive 10 (ten) calendar days that you are overdrawn.

We may refuse to pay an overdraft for you at any time, even though 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 before we pay or return any item. **The amount of any overdrafts plus our overdraft/returned fees that you owe us 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, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our non-sufficient funds and/or overdraft (NSF/OD) charge(s).

You may request this service at any time. If you “Opt In” when opening a new account, after a 30-day waiting period, the service will be activated if your account meets the bank’s criteria for Overdraft Privilege. If at any time following the 30-day waiting period you choose to “Opt In” or “Opt Out” of our Overdraft Privilege Program, simply call Customer Service at (405) 376-2265. Or you can log into your account online, click on the “Services” button and the “Overdraft Enrollment” drop down option in the menu bar, and fill out and submit the online form. You have the right to “Opt Out” of this service at any time. If you choose to “Opt Out” of our Overdraft Privilege Program at any time, the Extended Overdraft Privilege for ATM and one time Point of Sale transactions will not be available to you.

LIMITATIONS: Available only to eligible personal checking accounts primarily used for personal and household purposes. (Passbook Savings accounts are not eligible) We may limit the number of accounts eligible for overdraft privilege service to one account per household.

*The overdraft privilege service does not constitute an actual or implied agreement between you and the Bank. Nor does it constitute an actual or implied obligation of or by the Bank. This service represents a purely discretionary courtesy or privilege that the bank 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.