



**FIRST GUARANTY BANK**  
FDIC

## OVERDRAFT PRIVILEGE DISCLOSURE AND SERVICE DESCRIPTION

### **(A Discretionary Overdraft Service)**

It is the policy of First Guaranty 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 your eligible account has been open for at least sixty (60) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices and depositing at least \$600 or more in your account within each thirty (30) day period, (B) You are not in default on any loan obligation to the Bank, (C) You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days, and (D) Your account is not the subject of any legal or administrative order or levy, **we will consider, without obligation on our part, approving your reasonable overdrafts.** This **discretionary \*service** will generally be limited to a \$600 overdraft (negative) balance for checking accounts.

**Of course, any and all fees and charges, including without limitation our Non-Sufficient Funds/Overdraft fees (current NSF fee of \$32.00 per item and Daily Overdraft Fee of \$5.00 per day your account remains overdrawn as set forth in our fee schedules) will be included in this limit and will apply to any transaction that overdraws your account including, but not limited to, payments authorized by Checks, ACH/Electronic Items, Debit Card/Check Cards, ATM machines, Internet Banking/Online Banking and Telephone Banking Transactions.**

**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 Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s) 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).

**LIMITATIONS:** Available only to eligible checking accounts. Savings Type Accounts, All Money Market Accounts, All Public Fund Accounts, Charitable Organization Accounts, Interest on Lawyers' Trust Accounts (IOLTA), and Health 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. If you do not wish this feature added to your checking account after 60 days from account opening or if you have any questions, please call us at 1-888-375-3093 or visit your local branch office.**