



## Overdraft Disclosures

This Overdraft Disclosure applies to services HTLF Bank offers to its Personal Deposit Account customers. It describes the options you may choose when the available balance in your account has insufficient funds to cover your transaction and how you want us to handle them. These include an option to decline overdraft privileges entirely if you wish to avoid overdraft fees. Transactions that may result in an overdraft include any debit from your account, including ACH payments, debit card transactions, and checks drawn on your account. You should always track the debiting and crediting of funds to your account to ensure that you have sufficient funds available in your account to cover transactions and fees that post to your account.

**You must always monitor your checking account carefully because we may charge you fees in the event you overdraw your account. There may be a delay between when you initiate a transaction and when we receive a request for payment on that transaction and then post it to your account for debiting, so you must keep track of your transactions to ensure that you have a sufficient available balance when we receive requests for payment on those transactions, and when we post them to your account. The order in which we post debits and credits to your account can impact whether your account will have a sufficient available balance to cover a transaction when finally presented to us for payment and we debit your account. We describe the posting order in more detail below and in your Personal Deposit Account Agreement and Disclosure ("Deposit Agreement"). Your Deposit Agreement describes how we calculate your Available Balance. You must closely review both.**

**Overdrafts.** Each request for payment that we receive regarding a transaction is an item. Your Deposit Agreement explains in more detail what an item is, and you should carefully review that explanation. When the dollar amount of one or more items exceeds the available balance of your account at the time we post it to your account, we may pay one or more of those items or return one or more of those items **in our sole discretion and without notice to you.** If we pay one or more of such items, it may result in a negative available balance on your account and create an overdraft. We may decide to pay an item even if you already have a negative available balance in your account. Each

such payment will constitute an additional overdraft. The "available balance" means the amount of money in your account currently available for your withdrawal or transfer. Your available balance may increase or decrease throughout the day based on the account activity. Any holds associated with your account reduce the available balance. For greater details, you should refer to your Deposit Agreement.

**Order of Processing.** The order in which we process credits and debits, including fees, for your account may affect the availability of your funds, which may cause an overdraft on your account. We generally credit and pay items in the following presentation order:

- Deposits and other credits to your account<sup>1</sup>
- ATM Debit Transactions and withdrawals with Tellers\*
- Debit Card Transactions \*
- Wire Transfers\*
- ACH Items\*
- On-us Checks presented for cash payment \*\*
- Checks \*\*
- Overdraft fees will post when the overdrawn item posts.
- Other fees.

\*Within each category, we post items in order of the date and time associated with the transaction they relate to ("time stamp") from earliest to latest. We time stamp each transaction based upon either the time of preauthorization (for debit card transactions) or the time we processed the transaction (for all other transactions).

\*\*Within each category, we post all checks without a check number first in order from lowest to highest dollar amount, which include checks with illegible or otherwise unavailable check numbers. We will next post checks with check numbers in order from lowest to highest check number.

**Overdraft Privilege™.** If you open a qualified account, you will receive our Standard Overdraft Privilege as a default service. If you maintain your account in good standing, we may offer you Full Overdraft Privileges. The Overdraft Privilege™ options will protect you when your eligible checking account becomes overdrawn. You may also opt-out of any Overdraft Privileges at any time. See details below.

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<sup>1</sup> Refer to your Personal Deposit Account Agreement and Disclosure for more details including for Accounts opened less than 30 days.



## Overdraft Disclosures

**Standard Overdraft Privilege™ (Standard ODP).** You will receive the Standard ODP service when you open your account unless or until you opt-out of receiving this service. We may charge a fee for these services. See our Schedule of Fees for details. The Standard ODP service provides a pre-determined “safety net” if your account becomes overdrawn. We will generally pay an item even though you have insufficient funds in the account up to the maximum overdraft limit. This service **does not** cover ATM withdrawals or point of sale debit card transactions.

**Full Overdraft Privilege™ (Full ODP).** The Full ODP service also provides a pre-determined “safety net” if your account becomes overdrawn and operates in the manner as our Standard ODP service, however this service **does cover** your ATM withdrawals and point of sale debit card transactions. We may also charge a fee for these services. See our Schedule of Fees for details.

**No Overdraft Privilege™ Coverage.** If you choose not to have any Overdraft Privilege™ coverage, we will not pay any items presented for payment on the account if it would cause an overdraft or the account is already negative **except for recurring Debit Card Transactions**. We will not assess a fee if you have insufficient funds to cover the item, but the merchant or service provider may charge you a fee. We will either decline all non-recurring items at Point of Sale or return them unpaid at time of presentment.

**Eligible account holders may enroll in or opt-out of any Overdraft Privilege™ at any time by contacting us.**

**We do not offer our Overdraft Privilege™ options with our Check Free Banking product.** If an item would overdraw your Check Free Banking account, we would return it unpaid. Other fees may apply, and your account may carry a negative balance.

**Additional Ways to help Avoid Overdraft Fees:** You may also choose other options to avoid overdraft fees, which may be less expensive than our Standard or Full Overdraft Privileges™.

**Overdraft Transfer.** This service provides overdraft protections from another checking, savings, or money market account. If a negative available balance occurs, the negative amount will automatically transfer from the predetermined account to cover the negative balance. We

do not charge you to use this service. Please contact us to set up Overdraft Transfer.

**Ready Reserve.** This service provides an unsecured revolving line of credit attached to a checking account for overdraft protection. Loan advances will automatically transfer the exact amount to cover the overdrafts up to your approved credit limit without charge. If permissible under applicable state law, we will assess a \$25.00 annual fee on the unsecured revolving line of credit. You will accrue interest on advances from the line of credit from the date of each advance. Please contact us to learn more and to apply for the line of credit.

**Low and Negative Balance Alert.** You may set up a low or negative balance alert on your account so you can receive alerts by email or text<sup>2</sup>. Please contact us if you need assistance in setting up alerts, or you can find a guide to set these alerts on our webpage.

**Banking with your Mobile Device.** You may access your account from your mobile device allowing you to monitor account activity, make transfers, and conduct other services. While your Mobile Device facilitates your banking needs, balances shown may not reflect all transactions you have authorized or fees that you may incur, so always track the amounts for payment you authorize, including checks drawn on your account that we have not yet received for payment. You can locate a guide to set an application on your mobile device on our webpage.

**Spending Tracking.** You can track your spending with the Savvy Money Management tool within your online banking account.

**Eligibility, Suspension, or Termination of Overdraft Privilege™.** If you maintain your account in good standing, we may offer Overdraft Privilege™ to you. Maintaining your Account in good standing includes, at minimum:

- making regular deposits consistent with your past practices,
- promptly returning your account to a positive balance in the event your account becomes overdrawn,
- not defaulting on any loan or other obligation to us, and

<sup>2</sup> Your mobile carrier’s coverage area may affect availability, and your mobile carrier’s message rates may apply.



## Overdraft Disclosures

- having no legal or administrative order or other legal process against your Account.

We may cease our payment of overdrafts with any Overdraft Privilege™ at any time without prior notice or cause.

**Fees.** There are certain fees for overdrafts and returned items that apply to your account:

**Overdraft Fees.** If we pay an item causing an overdraft on your account when the item posts (including a second or subsequent request for payment presented for the same transaction), we will assess a \$20.00 fee per item paid. We will assess this fee for up to three items a day, for a maximum \$60.00 in fees each day for items paid when you have insufficient funds in the account. We will assess an overdraft fee only if the total amount you overdraw your account exceeds twenty dollars (\$20.00). You must pay Overdraft Privilege™ negative balances including all fees promptly or upon our demand.

**Multiple Requests for Payment.** If we return an item, the party that presented the item for payment may have the right to make a second or subsequent request for payment. If we receive such a second or subsequent request for payment, we will treat the request as a separate item different from the item(s) previously presented. This means that if a second or subsequent request for payment is made, and it again exceeds the available balance on your account at that time, we may either pay or return the item. If we pay the item, we may charge an Overdraft Fee.

**Returned Items Fees.** We will not charge you a fee for items returned for insufficient funds.

**Additional Information.** We will include all Overdraft Fees in your negative available balance and will reduce your available overdraft limit, if any. You may obtain additional information about overdrafts and returned items in your Deposit Agreement, under the section titled “What You Need To Know About Overdrafts and Overdraft Fees” (for personal accounts only) below, and our Schedule of Fees.

**Personal Deposit Account Agreement and Disclosure.** The Deposit Agreement, which we provided to you, and as amended from time to time, continues to govern your account. This Overdraft Disclosure is intended to supplement the Deposit Agreement. If a conflict between this Overdraft Disclosure and the Deposit Agreement, the Deposit Agreement shall control.

### What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have two levels of overdraft privileges: Standard Overdraft Privilege comes with your account, and you can choose additional coverage with Full Overdraft Privilege.
2. We also offer other options to avoid overdraft fees, such as a link to a savings account, which may be less expensive than our Standard or Full Overdraft Privileges.

To learn more about any of these services, contact us. You can also learn more about these services in our Overdraft Disclosures.

This notice explains our [Standard Overdraft Privilege](#).

### What overdraft protection comes with my account?

When you open your account, by default we provide you with our Standard Overdraft Privilege™, which allows us to authorize and pay overdrafts at our discretion for the following types of transactions:

- Checks and other items made using your checking account number.
- Automatic bill payments.

We will not authorize and pay overdrafts for the following types of transactions:

- ATM transactions.
- Point of sale debit card transactions.

You may choose to opt-out of Standard Overdraft Privilege when you open your account, or you may opt-out later by contacting us. If you want overdraft protection for ATM and POS debit card transactions, you must qualify and opt-in for our Full Overdraft Privilege™.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined, but we will not charge you for a declined item.



## Overdraft Disclosures

**We do not offer our Overdraft Privilege™ options with our Check Free Banking product.**

### **What fees will I be charged if the Bank pays my overdraft?**

Under both our Standard and Full Overdraft Privileges:

- We will charge you a fee of up to \$20.00 per item each time we are presented with and pay an overdraft.
- We will not charge you a fee when your account is overdrawn by \$20.00 or less.
- We may assess overdraft fees up to three items per day not to exceed \$60.00 per day.

### **What if I want the Bank to return all items?**

If you have Overdraft Privilege coverage, we may pay an item that would result in an overdraft to your account rather than return the item unpaid. If you opt-out of any Overdraft Privilege coverage, we will attempt to return items which would result in an overdraft to your account such as a check or automatic bill pay transactions. However, please understand that we may be unable to return all items we receive requesting payment. For example, we cannot return an item related to a recurring debit card transaction, where you authorize a merchant to make monthly debits to your account like a monthly gym

membership. There may also be other transactions and adjustments that we may process in accordance with our Order of Processing.

### **What if I don't want either Overdraft Privilege?**

You may opt-out of our Standard Overdraft Privilege or choose not to enroll in our Full Overdraft Privilege. If you choose not to have either Standard or Full Overdraft Privilege coverage, we will return unpaid any item and refuse to preauthorize any transaction if you already have a negative balance on your account or if the item or transaction would cause an overdraft. We will not charge you a fee on returned items if this occurs, but you may incur additional fees from the merchant. If you opt out of any Overdraft Privilege coverage, you may still incur an overdraft fee for recurring debit card transactions that overdraw your account. We are required by law to pay these transactions even if the payment overdraws your account.

### **What if I want HTLF Bank to authorize and pay overdrafts on my ATM and point of sale debit card transactions?**

If you also want us to authorize and pay overdrafts on ATM and point of sale debit card transactions, call the number for your local HTLF Bank Division listed below or complete the form below and present it or mail it to any one of our local banking centers listed on the next page.



## Overdraft Disclosures

<b>Arizona Bank &amp; Trust</b>	877.280.1857	<b>2036 East Camelback Road Phoenix, AZ 85016</b>
<b>Bank of Blue Valley</b>	877.280.1862	<b>11935 Riley Street Overland Park, KS 66213</b>
<b>Citywide Banks</b>	877.280.1859	<b>1800 Larimer Street Suite 100 Denver, CO 80202</b>
<b>Dubuque Bank &amp; Trust</b>	877.280.1851	<b>700 Locust Street, Suite 401 Dubuque, IA 52001</b>
<b>First Bank &amp; Trust</b>	877.280.1864	<b>9816 Slide Road Lubbock, TX 79424</b>
<b>Illinois Bank &amp; Trust</b>	877.280.1853	<b>4571 Guilford Road Rockford, IL 61107</b>
<b>Minnesota Bank &amp; Trust</b>	877.280.1860	<b>7701 France Avenue South Suite 110 Edina, MN 55435</b>
<b>New Mexico Bank &amp; Trust</b>	877.280.1856	<b>320 Gold Ave SW Suite 100 Albuquerque, NM 87102</b>
<b>Premier Valley Bank</b>	877.280.1863	<b>255 East River Park Circle Suite 180 Fresno, CA 93720</b>
<b>Wisconsin Bank &amp; Trust</b>	877.280.1855	<b>119 Junction Road Madison, WI 53717</b>

I understand that my elections regarding the ODP program may be changed or revoked by me at any time, including opting out of/revoking consent related to the ODP program entirely, and that I may change such elections or opt-out by calling or visiting the nearest banking center location.

I have reviewed the information provided in the Overdraft Disclosure and have indicated my choice below.

YES. I authorize and pay overdrafts on my ATM and everyday debit card transactions.

Account Number: \_\_\_\_\_

Customer Name (Print): \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_