



## OOPS! Occasional Overdraft Privilege Service

Consider-Have you ever?

- ✓ Made a mistake balancing your checkbook?
- ✓ Forgotten to record a deposit? A purchase? A withdrawal? A check order?
- ✓ Had a transaction denied or turned down at checkout?
- ✓ Had the embarrassment and expense of a returned check?

We cannot promise or guarantee these things will never happen.

OOPS! Can Mean

- ✓ You may avoid high charges from merchants for returned checks.
- ✓ You may avoid the embarrassment and inconvenience of denied purchases and dishonored checks.
- ✓ Payment of your occasional and inadvertent overdraft up to your assigned OOPS! limit of \$750 or \$1,000 will normally be considered. These limits include our customary fees set forth in our fee schedule. Our fees will be added to any outstanding overdrafts you may have and will be applied against your OOPS! limits.

Rather than automatically returning, unpaid, all non-sufficient funds items that you may have, if your “eligible account type” has been opened for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least:

- ✓ Continuing to make deposits consistent with your past practices, and depositing at least \$400 or more in your account within each thirty (30) day period,
- ✓ You are not in default on any loan obligation to us,
- ✓ We reserve the right to require you to pay your outstanding overdraft (negative) balance, including our fees, immediately or on demand, and
- ✓ Your account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien, we will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned OOPS! limit, including our fees.

OOPS! Can Help!

You deserve consideration. Rather than automatically returning unpaid all insufficient funds items that you may have, we will consider, without obligation on our part, payment of your reasonable overdrafts up to your assigned OOPS!™ limit. You do not have to apply for this service and you do not need to sign any additional documents for the service. It is already a part of your checking Deposit Account Agreement with us. With some exceptions, most of our checking account types, and individual accounts, are eligible for this service. See “Limitations”, “Eligible Account Types” and “Eligible Transaction Types” set forth in our fee schedule. If you do not use the OOPS! program it costs you nothing. “Use” means you initiate insufficient funds transactions. If you do use the OOPS! program, you will be charged our customary fees. Refer to our current Fee Schedule for details.

## OOPS! Policy

It is First Federal Savings Bank's ("we, us, or our") policy to comply with applicable laws, rules and regulations, and to conduct business in accordance with strict safety and soundness standards. A non-sufficient funds (overdraft/negative) balance may result from: the payment of checks, electronic funds transfers, or other withdrawal requests you initiate; payments authorized by you; the return, unpaid, of items deposited by you; Charging your account for our applicable service charges and fees; the deposit of items to your account which, according to our Funds Availability Policy, are treated as not yet "available" or "finally paid". We are not obligated to pay any item initiated for payment against your account if your account does not contain sufficient collected funds. This discretionary service will generally be limited to a \$750 overdraft (negative) balance for eligible personal checking account types; or a \$1,000 overdraft (negative) balance for eligible business checking account types.

Our normal fees and charges including, without limitation, our non-sufficient funds (NSF) or overdraft (OD) fees; currently \$35.00 per non-sufficient funds or overdraft item, as set forth in our fee schedule, will be charged for each transaction initiated for payment from your checking account that does not have sufficient collected funds. Typically, we will charge our normal NSF/OD fee whether we approve an overdraft item for payment or return it unpaid. In addition, we will charge your account a \$7.00 per day "daily overdraft fee". Typically, we will charge this "daily overdraft fee" after the third and each subsequent consecutive weekday your account is overdrawn and continues to have a negative balance. A "weekday" is defined as every Monday through Friday, excluding federal holidays. Our NSF/OD fees and daily overdraft fees will be included in and count against your assigned **OOPS!** limit of \$750 or \$1,000. Whether your overdrafts will be paid or not is at our sole discretion and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing as described above, or if you have too many overdrafts. 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 at minimum, by your periodic statement of any non-sufficient funds items returned, and applicable fees that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts including our fees that you owe us shall be due and payable immediately. 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 including our fees.

**Optional Overdraft Protection Services:** We offer an additional overdraft protection service that you may apply for. This service "Transfer" from another account of yours with us as Overdraft Protection. If you apply for this optional service, you may save money on the total fees you pay us for overdraft protection services.

**Ineligible Accounts and Limitations:** Available only for eligible checking accounts that are maintained in good standing as defined above. Savings Type Accounts, New Start Checking, Money Market Accounts, Public Fund/Charitable Organization Accounts, Certain Trust Accounts, Minor Accounts (not of legal age) and Commercial Analysis Checking Accounts are *not eligible* for this service. We may, in our sole option and discretion, limit the number of your accounts eligible for **OOPS!** to one account per household and/or one account per taxpayer identification number.

**Eligible Account Types:** The account types that are eligible for **OOPS!** are: All personal checking account types and Small Business Checking Accounts.

**Transactions That May Cause or Create Overdrafts Using Your OOPS! Limit:** NSF transactions initiated for payment against your checking account may be paid by us using your assigned **OOPS!** limit, including our fees, Our NSF/OD fee may be imposed for paying, or not paying, overdrafts you create by: checks; in person (teller) withdrawal; ATM withdrawal; or other electronic means.

**You May Always Opt-Out:** You may choose at any time not to participate in **OOPS!** by notifying one of our Service Representatives who will explain what this ("Opt Out") means, and the potential consequences, for you. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under **OOPS!** without removing other items from the service. Simply inform us of your preference.

**If You Need Help:** Of course, overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations please contact one of our Service Representatives at (812) 492-8123 or (866) 492-8123.

**Always a Discretionary Service.** Our **OOPS!** program does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of or by us. Our **OOPS!** program represents a purely discretionary courtesy or privilege that we 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.

**The OOPS! Service applies to a variety of transactions** made using your checking account number, automatic bill payments, ATM transactions and everyday debit card transactions; however, we will not include ATM and everyday debit card transactions within our **OOPS!** Service without first receiving your affirmative consent to do so. Absent your affirmative consent, ATM and everyday debit card transactions generally will not be paid under **OOPS!**