

Overdraft Defender®

It's A Privilege For Our Checking Account Customers!

We have created Overdraft Defender as a special privilege specifically for River Cities Bank checking account customers whose accounts are in good standing. Overdraft Defender gives you an added level of protection against unanticipated emergencies and account reconciliation errors. At River Cities Bank, we do not encourage overdrafts; as always, we encourage you to manage your finances responsibly. The purpose of this service is to save you from the embarrassment, additional merchant fees or other problems that might result if a transaction item is denied because of insufficient funds in your checking account.

Overdraft Defender is an overdraft protection service that requires your affirmative consent to receive coverage. If you choose to participate, the following transactions may, at our discretion, be honored under the Overdraft Defender privilege (as explained below):

- Checks written by you (to third parties or for cash at a teller window)
- Other debits cashed at teller windows
- ACH debit transactions (automatic payments)
- Automatic loan payments
- Transactions initiated by you through online banking, bill pay and bank-by-phone

In addition to the above transactions, we can also provide coverage for the following transaction types, at our discretion. You must provide us with your consent (opt-in) in order for us to include them in your Overdraft Defender privilege. Choosing not to "Opt in" may result in these items being declined if there are not sufficient funds in your account at the time of transaction:

- ATM withdrawals
- Debit card purchases you make at a merchant, online, or by telephone

If you currently have Savings Overdraft Protection, all overdrafts will first be covered by your savings account and once your savings is used up, your Overdraft Defender limit will be accessed.

How Does It Work? - As long as you maintain your River Cities Bank checking account in good standing, we may honor overdrafts up to the Overdraft Defender limit on your account. Whether your overdraft will be paid is discretionary and we reserve the right not to pay. If you use Overdraft Defender, the Bank will deduct its normal overdraft charge of \$20.00 per item. We will notify you by mail when an overdraft occurs; the notice will reflect the item(s) paid, as well as the bank's charge for the overdraft item(s). It is important to subtract the fees from the balance in your checkbook. Your periodic statement will describe the fee as: "Overdraft Paid Item Fee." We do not charge a fee if the overdraft amount is \$10 or less. There is no limit on the total fees we can charge you for overdrawing your account.

Going Over Your Overdraft Defender Limit – Overdrafts above and beyond your established Overdraft Defender limit may result in a transaction(s) being returned to the payee. The normal NSF (nonsufficient funds) fee will be charged per item and assessed to your account. An insufficient funds notice will be mailed to you. If your checks are returned:

- The merchant may charge you a fee when your check is returned unpaid and may be unwilling to accept checks from you in the future.
- The person or vendor who accepted your check as payment may be charged a fee by his/her bank where he/she deposited your check.

Repaying Overdrafts And Fees - You will be required to bring your checking account into a positive balance within 15 **calendar** days of your overdraft. If, after 15 days, your account remains in a negative position, we may close your account and take appropriate steps to recover funds advanced to cover your overdrafts, as well as the Bank's fees.

Overdraft Defender Limits - To determine your Overdraft Defender limit, refer to the chart below:

Checking account type:

Traditional/Advantage.....\$ 300.00
Classic/New Horizons.....\$ 500.00

Checking account type:

Prime/Employee Plus.....\$ 500.00
Small/Regular Business.....\$ 1,500.00

Overdraft Defender costs you nothing unless you use it. If you would like to "opt in" or "opt out" of this service, you may do so by (1) calling 715-422-1100 or 715-342-4400; (2) visit your nearest River Cities Bank location; or (3) mailing a request to: P.O. Box 907, Wisconsin Rapids, WI 54495-0907.

Please refer to the reverse side of this page to review our Customer Overdraft Policy.

**Overdraft Checking
Customer Overdraft Policy**

An insufficient balance could result in several ways, such as: a) the payment of checks, electronic funds transfers, or other withdrawal requests; b) payments authorized by you; c) the return of unpaid items deposited by you; d) the assessment of bank 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 funds. Rather than automatically returning, unpaid, any non-sufficient funds items that you have, if your eligible account is in good standing, which includes at least: a) you are not in default on any loan obligation to River Cities Bank, b) you bring your account to a positive balance (not overdrawn) at least once every fifteen (15) calendar days, and c) your account is not the subject of any legal or administrative order or levy, we will consider – as a discretionary courtesy or service and not a right of yours nor an obligation on our part – approving your reasonable overdrafts. As an alternative, you may wish to apply for a Personal Overdraft Line-of-Credit and pay a \$20.00 annual fee (\$50 annual fee for Businesses) plus interest when the credit line is used or you may enroll in Savings Overdraft Protection to have funds transferred from your savings account at the Bank to cover an overdraft. Normally, we will not approve an overdraft for you in excess of your limit including any overdraft handling charge(s). We may refuse to pay an overdraft for you at any time, 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 have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft plus our overdraft or non-sufficient funds charge(s) of \$20.00 per item 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/creating the item creating the overdraft, shall be jointly and severally liable for such overdraft, plus our overdraft or non-sufficient funds handling charge(s) of \$20.00 per item. You may be able to access your overdraft checking limit through a teller, internet banking, bank-by-phone, bill pay, ATM, ACH, check or debit card purchase.

In the normal course of business, we generally pay electronic transactions first and then checks in check-number order (lowest check numbers are paid first). We reserve the right to change the order of payment without notice to you if we suspect abuse of the overdraft service, fraud or possible illegal activity affecting your account. Also, please be aware that the order of item payment may create multiple overdrafts during a single banking day for which you will be charged our standard overdraft fee of \$20 for each item paid. So as not to exceed your limit, please note that the amount of the overdraft plus the Bank's standard overdraft fee of \$20 per item will be deducted from the overdraft limit. We may refuse to pay an overdraft for you at any time even though we may have previously paid overdrafts for you.

You must affirmatively consent (opt-in) to this service. You must also opt-in to include transactions initiated at an ATM or from your debit card. You can continue to receive Overdraft Defender coverage for all other transaction types without opting-in to ATM or debit card transactions. Additionally, you may opt-out of Overdraft Defender coverage at any time OR you may opt-out of coverage just for ATM or debit card transactions at any time. Please note that you are still responsible for any overdrawn balances at the time of opting-out.

LIMITATIONS: Available to accounts in good standing. If the overdraft checking service is suspended on three occasions in a 12-month period, the overdraft checking service will be revoked for a period of at least six months. River Cities Bank reserves the right to limit participation to one account per customer and to discontinue this product at any time without prior notice. Please advise a Customer Service Representative if you do not wish to have this service available on your account.

Consent for Overdraft Defender Coverage

- I/we consent to receiving Overdraft Defender coverage as described in this agreement and disclosure.
- I/we do not consent to receiving Overdraft Defender coverage as described in this agreement and disclosure.

Signature: _____ Date: _____

Signature: _____ Date: _____

Consent for Card Transactions

- Yes, I want River Cities Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.
- No, I do not want River Cities Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Signature: _____ Date: _____

Signature: _____ Date: _____