



My CGB Courtesy Program Account Disclosure

As a benefit to our customers, we offer a useful feature on some of our checking account products; an Overdraft Privilege Program. This feature may save you time, inconvenience, as well as the additional fees charged by many other companies for returned items.

The Overdraft Privilege Program **My CGB Courtesy Program** should only be used to cover the occasional overdrafts created by checks or ACH items. The bank reserves the right to make the final decision as to whether it **will** or **will not** pay any non-sufficient checks or ACH items presented against your account. You will be charged the normal Overdraft Fee of \$35.00 for **each check or ACH item** paid as set forth in our current fees schedule, which is the same as if we returned your check, or ACH item, unpaid. Such fees may also be imposed in connection with other transactions that overdraw your account, such as in person withdrawals, preauthorized automatic debits, or other electronic transfers. Fees described above will not be imposed on one-time debit card or ATM transactions, unless you opt-in on your debit card level, as outlined in Regulation E, whether you elect to keep the Overdraft Privilege Program, or Opt-Out. **It is our policy to pay items in the following order; all internal items such as: cashed checks, in person withdrawals, electronic transactions, and any items owed to the bank, followed by debit card transactions, ACH transactions and all other checks in order of the check number of the item; smallest check number to largest. This dollar amount order may affect the number of insufficient items paid and overdraft fees incurred for a day. The maximum amount of Overdraft Fees we will charge to any single account per business day is \$210.00, which is an Overdraft Fee on six (6) items. These fees apply to all eligible accounts.**

1Terms, Conditions and Fees apply to our My CGB Courtesy Program. There is a fee of \$35.00 each time you access daily maximum of (6) insufficient funds/NSF fees that can be accessed per account per day. You can access My CGB Courtesy Program by writing checks, in-person withdrawals, ACH transactions, and other electronic transactions. My CGB Courtesy Program will only be available for our customer's ATM and everyday debit card transactions if they authorize the bank by completing an opt-in form. For My CGB Courtesy Program customers, you have 30 days to bring your account back to a positive balance. Whether overdrafts are paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing. If you are not making regular deposits, or if you have too many overdrafts.

CONDITIONS FOR THE PRIVILEGE: Naturally, it is always the policy of our bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. Accordingly, there are a few conditions that will apply in order to receive and maintain this Account Overdraft



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Program. Each qualifying account will be provided with a \$400 Overdraft Privilege Limit subject to the following conditions:

- Must be eighteen (18) years old to qualify for this service.
 - You have an account that has been opened less than 90 days.
 - Continued and repeated overdrafts on six or more overdrafts in a twelve-month rolling period may result in the suspension of your Account Overdraft Program.
 - Continued and repeated overdrafts on twelve or more overdrafts in a twelve-month rolling period may result in the cancellation of your Account Overdraft Program.
 - Your account is classified as “Dormant”.
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- Your account is a fiduciary, trust, Student, Clean Slate, Business, MMDA, IOTA or escrow account.
 - You are subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy.
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- You are more than 30 days past due on any Bank loan or delinquent on any other obligation to the Bank.
 - You have an outstanding balance on an Overdraft Repayment Plan.
 - Your account is being reviewed for fraudulent activity or transactions.
 - A Deluxe Detect or any other negative indicator has been reported to us.
 - You have unresolved prior loss with the Bank.
 - We do not have a valid address for you.
 - We believe you are not managing your account in a responsible manner which may harm you or us.

SUSPENSION OF PRIVILEGE: After your Account Overdraft Program has been activated on your account, we may suspend your privilege without notice at our discretion, or if we become aware of any violation of the above referenced conditions.

- You must also bring your account to a positive balance at least once every thirty (30) days to maintain your Overdraft Program in good standing. Or you elect to go with alternative methods which may be less costly to you.
- Your account may be closed if it remains in an overdraft status for a period of over thirty (30) consecutive days and the Bank will terminate your Account Overdraft Program. Your overdraft privilege will be reinstated at the Bank’s discretion after your request for reinstatement is received, if your account remains in good standing for 90 days or more. If the account is not made current within 55 days, we issue notice your account will be closed; *however, the closure of your account does not relieve you of the obligation to pay any overdraft balance.*



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If this is a joint account, I agree that the signature of only one accountholder is necessary for the bank to suspend the Account Overdraft Program.

I/we have the right for the bank to reinstate this program at any time on the condition I/we provide them the request to do so in written documentation and qualify for the service.

Depositor Signature Date

Joint Account Owner Signature Date

Please complete this form and return it to us either by mail:

Citizens Guaranty Bank
25 River Drive
PO Box 630
Irvine KY 40336
Or via fax:606-726-2011