

OVERDRAFT PRIVILEGE™ PROGRAM – Effective July 1, 2010

Ozona National Bank (“we, us or our”) may offer **Overdraft Privilege™** to all personal checking accounts. It provides you with the ability to overdraw your account, \$300.00 for **FREE** Checking Accounts, \$500.00 for personal checking accounts, or \$700.00 for personal checking accounts with direct deposit. These limits include our Authorized Overdraft Charge(s).

Transactions that may Qualify for Overdraft Privilege™

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. Although there are many reasons why your account might become overdrawn, most overdrafts result from the following:

- You write a check, initiate an electronic funds transfer or swipe your debit card in an amount that exceeds the amount of funds available in your account;
- You deposit a check or other item in your account and the item is being returned, which causes a negative balance in your account when the item is being charged back against your account;
- You have insufficient funds in your account when we assess a fee or service charge; or
- You deposit items which, according to the Bank’s Funds Availability Policy, are treated as not yet available or finally paid.

Qualifications for Overdraft Privilege™

As long as your account has been open 30 days and maintained in good standing, defined as but not limited to:

- Making regular deposits sufficient to cover your transactions.
- Bringing your account to a positive balance – not overdrawn for more than 25 consecutive days.
- Having no legal orders outstanding on your account.

We will normally honor (pay) your overdrafts up to the limits set for your type of account. There are no additional papers to sign and no action is required on your part. This service costs you nothing unless you use the privilege. **However, we will not include ATM and everyday debit card transactions within our Overdraft Privilege™ without first receiving your affirmative consent to do so. Absent your affirmative consent, ATM and everyday debit card transactions generally will not be paid on personal accounts under Overdraft Privilege™.**

Participation in **Overdraft Privilege™** is not mandatory. You may opt-out of the service at any time by notifying one of our account representatives. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under **Overdraft Privilege™** without removing other items from the service. Simply inform us of your preference.

Benefits of Overdraft Privilege™

If you write a check, make an ATM withdrawal or other payment or withdrawal request for more than the funds on deposit in your account, we will cover them, and save you time and money.

- Avoid additional merchant charges for redeeming returned checks.
- Additional flexibility and convenience in managing your own funds, plus peace of mind knowing your checks will be honored.
- When you need it – you’re covered!

Rules and Fees for Overdraft Privilege™

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 may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our overdraft charge(s) that you owe us will 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 overdraft charge(s).

Limitations- Available only to consumer accounts for personal and household use and we may limit the number of accounts eligible for **Overdraft Privilege™** to one per household. Additionally, we reserve the right to not approve any overdrafts against your account until we can verify that your account is being maintained in good standing, as defined above.

Account Fees- Whether we pay or return a non-sufficient funds item, a flat per-item handling fee will be charged to your account as an overdraft charge, as set forth in our Miscellaneous Fees & Service schedule.

Overdraft Privilege™ is subject to approval. Some restrictions apply.