

**AMERICAN BANK & TRUST Co.**  
**OCCASIONAL OVERDRAFT PRIVILEGE SERVICE**  
**(OOPS) POLICY**

**Occasional Overdraft Privilege Service (OOPS) Eligible Accounts and Transactions**

OOPS is a service offered to our consumer customers on American Way Checking; Ban Club Checking; NOW Checking; and Super NOW Checking. With OOPS we will pay your non-sufficient funds (NSF) checks, ACH transactions (electronic Bill Payment, check conversions, direct debit payments), and optional check card transactions and fees up to your preapproved OOPS limit. This service will save you time, embarrassment and the additional fees charged by many other companies. This discretionary\* service is limited to \$500 for eligible personal checking accounts.

Non-sufficient funds (overdraft/negative balance) may result from:

- A) The payment of checks, electronic funds transfers, or other withdrawal requests you initiate;
- B) Payments authorized by you;
- C) The return, unpaid, of items deposited by you;
- E) The deposit of items to your account which, according to our Funds Availability Policy, are treated as not yet “available” or “finally paid”.

F) **Items returned unpaid maybe represented (posted to your account again) under Regulation CC or NACHA rules, which could result in multiple fees (see fee schedule) for the same item, if there are not sufficient funds in your account to pay the item upon those subsequent attempts to collect payment.**

**Conditions for Occasional Overdraft Privilege Service (OOPS):** It is American Bank & Trust Co. (“we, us, or our”) policy to comply with applicable laws, rules and regulations, and to conduct business in accordance with applicable safety and soundness standards. Accordingly, there are a few conditions that will apply to the OOPS features.

You will be eligible unless;

1. You are 30 days past due on any loan obligation to us,
2. Your account is the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien
3. It appears that improper activity is taking place in your account, in which case we may suspend your OOPS without notice.
4. You do not bring your account to a positive balance as soon as possible and at least once (for a full business day) every thirty (30) days.

**Suspension of OOPS:** After your OOPS has been activated, we may suspend your privilege without notice if we become aware of any of the above conditions (1-4). If the balance of your checking account exceeds the OOPS limit set at any time, the service will be suspended until your checking account is brought to a positive balance. We reserve the right to revoke this service at any time. Your account will be closed if it remains in an overdraft status for a period of sixty (60) consecutive days; however, the closure of your account does not relieve you of the obligation to pay the overdraft balance.

**OOPS Fees:** Our normal fees and charges include an overdraft item paid fee (\$20.00 for overdraft item paid). When items presented for payment are equal to or less than \$15.00, a \$5.00 fee will be applied. These fees will be included in the overdraft limits described above. If you exceed your OOPS limit items will be returned at \$20.00 per item. We will charge our normal fee whether we approve the item for payment or not. Maximum overdraft fees limited to \$90.00 per day.

**Exclusion From Initial Offering:** Available only for eligible checking accounts that are maintained in good standing as defined above.

Savings Type Accounts, Money Market Accounts, Public Fund/Charitable Organization Accounts, Certain Trust Accounts, and Minor Accounts not of legal age *are not eligible* for this service. We may, in our sole option and discretion, limit the number of your accounts eligible for the **Occasional Overdraft Privilege Service** to one account per household and/or one account per taxpayer identification number. During the first 45 days the account is monitored for adequate deposits and non-sufficient funds activity. During this 45-day period the OOPS is restricted to a \$100.00 limit. On the 46<sup>th</sup> day (or next processing day if a weekend or holiday) the limit will increase to \$500 on eligible personal checking accounts.

**Unauthorized Debit Card Use:** Any and all debit card and/or ATM transactions in excess of the available balance (including overdraft protection) create an unauthorized overdraft and are considered to be unacceptable use of the debit card. We reserve the right to suspend debit card access for these individuals.

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**Notification:** 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 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, shall be jointly and severally liable for such overdrafts including our fees. You have no legal right to defer payment of your outstanding overdrafts including our fees. **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 May Always Opt-Out:** You may choose at any time not to participate in the **Occasional Overdraft Privilege Service** by notifying one of our Service Representatives who will explain what this (“Opt Out”) means, and the potential consequences, for you.

**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 our Covington Office (985) 898-0206, Mandeville Office (985) 626-7737, Coushatta Office (318) 932-5776, Hammond Office (985) 340-8820, or Terrytown Office (504) 312-4544.

**Other Overdraft Protection Services:** We offer an additional overdraft protection service that you may apply for. This is a Dynamic Transfer Overdraft Protection service in which money is automatically drawn from one account at our bank to another in order to prevent an overdraft from occurring. If you apply and are qualified for this optional service, you may save money on the total fees you pay us for overdraft protection services.

**\*ALWAYS A DISCRETIONARY SERVICE: Our Overdraft Privilege Service 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. This service 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.**