

Overdraft Access[®] **Customer Overdraft Policy**

An insufficient balance can result from several events, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you; (3) the return of unpaid items deposited by you; (4) bank service charges; or (5) 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. However, if you maintain your account in good standing, we may approve your overdrafts within your current available Overdraft Access[®] limit as a non-contractual courtesy. Your account is in good standing if you (1) demonstrate responsible account management – such as making regular deposits to bring your account to a positive end-of-day balance at least once every 20 business days (including the payment of all bank fees and charges); (2) avoid excessive overdrafts suggesting the use of Overdraft Access as a continuing line of credit; and (3) there are no legal orders, levies or liens against your account. In addition, based upon our review of your account management, if we determine you may be using Overdraft Access as a regular line of credit by creating excessive overdrafts, we may suspend the privilege without any prior notice. In the normal course of business, we generally pay electronic transactions first and then checks in check number sequence, per the bank's policy. We reserve the right to change the order of payment without notice to you if we suspect 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 overdraft/NSF charge of \$31 for each overdraft (paid or returned) as of May 1, 2009. You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft **plus** the bank's overdraft/NSF charge of \$31 (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 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 overdraft plus our overdraft/NSF charge of \$31 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 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 overdraft plus our overdraft/NSF charge of \$31.

Overdraft Access should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly. If you would like to have this service removed from your account, please call 1-800-25 ANCHOR (252-6246) and press option #4.

Please note that you can access your Overdraft Access limit through a teller initiated transaction, by writing a check, by using your debit card, with an Automated Teller Machine (ATM) withdrawal or with an ACH-auto debit. The balance provided at each of these points of access will not reflect your overdraft privilege limit.

LIMITATIONS: Overdraft Access is a non-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal, household or business use. AnchorBank reserves the right to limit participation to one account per household and to discontinue this service without prior notice.