



Overdraft Protection Application

It is the policy of FirstCapital Bank of Texas, N.A. to return unpaid transactions drawn on an account with insufficient funds. However, we offer Overdraft Protection in the amount of \$500.00 for your account subject to the following terms and conditions:

You signify your desire to have Overdraft Protection (ODP) for your account and agree to the conditions set forth herein and on the Overdraft Protection Policy. This program is discretionary which means we do not guarantee that we will always authorize and pay any type of transaction.

You satisfy the qualifications of a 30-day waiting period established by us for ODP. You will be notified by mail whether or not you are approved.

The ODP is not a line of credit. Cheaper alternatives to ODP include a line of credit or a linked Savings Account. To prevent non-sufficient funds (NSF) and Overdraft fees, we recommend you maintain all account activity in a check register and regularly reconcile your account to the balance reported by our bank.

We will charge your account for each overdraft no matter how the overdraft happens. Covered transactions include: checks, drafts, in-person withdrawals, ACH or debit card transactions, pre-authorized automatic debits, withdrawals or transfers made by phone, internet or ATM, transfers initiated through SmartSavings, as well as payment of an item under the ODP Program. Covered transactions for ODP do not include ATM card and one-time debit card transactions, unless you consent on a separate disclosure to have the bank authorize and pay overdrafts for these types of transactions. If you choose not to consent to this service, it will have no adverse effect on your ODP for checks, automatic bill payments, and other transactions made using your checking account number. You may opt in or out at any time of the bank paying your ATM & one-time Debit Card transactions by: contacting a customer service representative or by completing the Reg E Opt-In/Opt-Out Form on the bank's website at www.fcbtexas.com (*under personal banking/forms*).

There is an overdraft fee of **up to \$35 for each item** each time we pay an overdraft, depending on the number of overdrafts in the prior 12-month period. If in the last 12 months you have had:

- 1 to 2 overdraft items, the fee is **\$14 per item**
- 3 to 5 overdraft items, the fee is **\$22 per item**
- 6 to 9 overdraft items, the fee is **\$28 per item**
- 10 or more overdraft items, the fee is **\$35 per item**

In addition to the overdraft fee above, if your account is overdrawn for:

- 5 consecutive business days, we will charge **an additional \$7 fee**
- 10 consecutive business days, we will charge **another \$7 fee**
- 15 consecutive business days, we will charge **another \$7 fee**

You will be charged **no more than \$217** in overdraft fees **on any business day** and no overdraft fee will be charged if the available balance in your account is overdrawn by \$10 or less after posting all transactions at the end of the business day. Overdraft fee charges will remain subject to change by us at all times.

The fees above count against the \$500 ODP limit. You agree to pay us the full amount of any overdraft, plus any related charges, within 5 business days of incurring the overdraft or we will have the right to terminate your Overdraft Protection.

You agree to bring your account back up to a positive balance within 30 days or we will have the right to terminate your account. The bank has the right to notify a collection agency of such termination for a debt owed to the bank and you will also be responsible for payment of the fee.

If at any time you no longer want Overdraft Protection on your account, you agree to contact the bank to discontinue this service and sign any necessary documentation to evidence your intent to discontinue this service.

I understand the above terms **and** have been advised of the **30-day** waiting period for Overdraft Protection **and** that I will be notified by mail whether or not I am approved.

I do not want Overdraft Protection on this account.

Printed Name: _____ Account #: _____

Signature: _____ Date: _____

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The ODP is not a line of credit. Cheaper alternatives to ODP include a line of credit or a linked Savings Account. To prevent non-sufficient funds (NSF) and Overdraft fees, we recommend you maintain all account activity in a check register and regularly reconcile your account to the balance reported by our bank.

We will charge your account for each overdraft no matter how the overdraft happens. Covered transactions include: checks, drafts, in-person withdrawals, ACH or debit card transactions, pre-authorized automatic debits, withdrawals or transfers made by phone, internet or ATM, transfers initiated through SmartSavings, as well as payment of an item under the ODP Program. Covered transactions for ODP do not include ATM card and one-time debit card transactions, unless you consent on a separate disclosure to have the bank authorize and pay overdrafts for these types of transactions. If you choose not to consent to this service, it will have no adverse effect on your ODP for checks, automatic bill payments, and other transactions made using your checking account number. You may opt in or out at any time of the bank paying your ATM & one-time Debit Card transactions by: contacting a customer service representative or by completing the Reg E Opt-In/Opt-Out Form on the bank's website at www.fcbtexas.com (*under personal banking/forms*).

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- 15 consecutive business days, we will charge **another \$7 fee**

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The fees above count against the \$500 ODP limit. You agree to pay us the full amount of any overdraft, plus any related charges, within 5 business days of incurring the overdraft or we will have the right to terminate your Overdraft Protection.

You agree to bring your account back up to a positive balance within 30 days or we will have the right to terminate your account. The bank has the right to notify a collection agency of such termination for a debt owed to the bank and you will also be responsible for payment of the fee.

If at any time you no longer want Overdraft Protection on your account, you agree to contact the bank to discontinue this service and sign any necessary documentation to evidence your intent to discontinue this service.

I understand the above terms **and** have been advised of the **30-day** waiting period for Overdraft Protection **and** that I will be notified by mail whether or not I am approved.

I do not want Overdraft Protection on this account.

Printed Name: _____ Account #: _____

Signature: _____ Date: _____

What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account or a line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

➤ **What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to:

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

➤ **What fees will I be charged if FirstCapital Bank of Texas pays my overdraft?**

Under our standard overdraft practices:

- We will charge you a fee of up to **\$35 for each item** each time we pay an overdraft, depending on the number of overdrafts in the prior 12-month period as follows: 1 to 2 items - **\$14 per item**; 3 to 5 items - **\$22 per item**; 6 to 9 items - **\$28 per item**; and 10 or more items - **\$35 per item**.
- Also, if your account is overdrawn for 5 consecutive business days, we will charge an additional **\$7 fee**; if your account is overdrawn for 10 consecutive business days, we will charge another **\$7 fee**; and if your account is overdrawn for 15 consecutive business days, we will charge another **\$7 fee**.
- You will be charged no more than **\$217** in overdraft fees on any business day and no overdraft fee will be charged if the available balance in your account is overdrawn by \$10 or less after posting all transactions at the end of the business day.

➤ **What if I want FirstCapital Bank of Texas to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

If you want FirstCapital Bank of Texas to authorize and pay overdrafts on ATM and everyday debit card transactions, complete the election form below and present it at any FirstCapital Bank location or mail it to:

FirstCapital Bank of Texas
Attn: Operations Department
3900 S. Soncy Road
Amarillo, TX 79119-6673

----- ELECTION FORM -----

I do not want FirstCapital Bank of Texas to authorize and pay overdrafts on my ATM and one-time debit card transactions.

I want FirstCapital Bank of Texas to authorize and pay overdrafts on my ATM and one-time debit card transactions.

Printed Name: _____

Date: _____

Signature: _____

Account Number: _____

What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

3. We have standard overdraft practices that come with your account.
4. We also offer overdraft protection plans, such as a link to a savings account or a line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

➤ **What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to:

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

➤ **What fees will I be charged if FirstCapital Bank of Texas pays my overdraft?**

Under our standard overdraft practices:

- We will charge you a fee of up to **\$35 for each item** each time we pay an overdraft, depending on the number of overdrafts in the prior 12-month period as follows: 1 to 2 items - **\$14 per item**; 3 to 5 items - **\$22 per item**; 6 to 9 items - **\$28 per item**; and 10 or more items - **\$35 per item**.
- Also, if your account is overdrawn for 5 consecutive business days, we will charge an additional **\$7 fee**; if your account is overdrawn for 10 consecutive business days, we will charge another **\$7 fee**; and if your account is overdrawn for 15 consecutive business days, we will charge another **\$7 fee**.
- You will be charged no more than **\$217** in overdraft fees on any business day and no overdraft fee will be charged if the available balance in your account is overdrawn by \$10 or less after posting all transactions at the end of the business day.

➤ **What if I want FirstCapital Bank of Texas to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

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3900 S. Soncy Road
Amarillo, TX 79119-6673

----- ELECTION FORM -----

I do not want FirstCapital Bank of Texas to authorize and pay overdrafts on my ATM and one-time debit card transactions.

I want FirstCapital Bank of Texas to authorize and pay overdrafts on my ATM and one-time debit card transactions.

Printed Name: _____

Date: _____

Signature: _____

Account Number: _____

Overdraft Protection Policy

FirstCapital Bank of Texas, N.A (FCB) encourages responsible account management. To prevent non-sufficient funds (NSF) and overdraft fees, we recommend that you maintain all account activity in a check register and routinely reconcile your account to the balance reported by the bank. Using our automated telephone banking system at 877-448-3927, Online Banking, and Mobile Banking to monitor your account balance and account activity can assist you in managing your account. You may always call 844-322-8392, or visit any of our branch locations to assist you with managing your account.

It is the policy of FCB to comply with applicable laws and regulations, and to conduct business in accordance with safety and soundness standards. A non-sufficient funds (negative) balance in your account may result from:

- The payment of checks, ATM withdrawals, electronic funds transfers, or other withdrawal requests;
- Payments authorized by you;
- The return of unpaid items deposited by you;
- The imposition of bank service charges; or
- The deposit of items which, according to the bank's Funds Availability Policy, are treated as "not yet available" or finally paid.

It is the policy of FCB to return unpaid checks drawn on an account with insufficient funds. However, FCB does have Overdraft Protection in the amount of \$500 to provide you more protection if you inadvertently overdraw your account. Participation in the Overdraft Protection Program is optional. The Overdraft Protection is subject to the following terms and conditions:

- You must signify your desire to have Overdraft Protection for your account and agree to the conditions set forth herein, on the Overdraft Protection Application.
- You must satisfy the qualifications of a 30-day waiting period established by us for Overdraft Protection.
- Overdrafts may not be paid if your account is not in good standing, you are not making regular deposits, or you have too many overdrafts. Good standing means: making regular deposits consistent with your past practices; depositing an amount equal to or more than the amount of your overdraft limit within each 30-day period; not being in default on any loan or other obligation to the bank; or not being subject to any legal or administrative order or levy.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined. We will not be obligated to honor any overdraft of your account to the extent the overdraft, either alone or when aggregated with other overdrafts and related charges, exceeds \$500. Overdraft Protection is available only to eligible personal checking accounts primarily used for personal and household purposes. We may limit the number of accounts eligible for Overdraft Protection to one account per household.

Covered transactions for Overdraft Protection include: checks, drafts, in-person withdrawals, ACH or debit card transactions, pre-authorized automatic debits, withdrawals or transfers made by phone, internet or ATM, transfers initiated through SmartSavings, as well as payment of an item under the ODP Program. Covered Transactions for Overdraft Protection do not include ATM card and everyday debit card transactions, unless you affirmatively consent to have us authorize and pay overdrafts for these types of transactions.

The bank reserves the right to terminate the Overdraft Protection from your account in the event any overdraft plus any related charges are not paid within 5 business days of incurring the overdraft. The bank reserves the right to terminate your account in the event an overdraft on your account remains outstanding for a period of 30 consecutive days or longer. Additionally, the bank has the right to notify a collection agency of such termination for a debt owed to the bank and you will also be responsible for payment of the fee.

Balances reflected at ATMs will not include your overdraft limit. However, you will be able to use your overdraft limit at the ATM or with your debit card if you have opted-in to ATM and one-time debit card transactions.

Fees

Multiple fees can be charged against an overdraft protection limit if multiple items are presented against an account on a given day. Currently, there is an overdraft fee of up to \$35 for each item each time we pay an overdraft, depending on the number of overdrafts in the prior 12-month period. If in the last 12 months you have had: 1 to 2 overdraft items, the fee is \$14 per item; 3 to 5 items, the fee is \$22 per item; 6 to 9 items, the fee is \$28 per item; and 10 or more items, the fee is \$35 per item.

In addition to the overdraft fee above, if your account is overdrawn for: 5 consecutive business days, we will charge an additional \$7 fee; 10 consecutive business days, we will charge another \$7 fee; and 15 consecutive business days, we will charge another \$7 fee. You will be charged no more than \$217 in overdraft fees on any business day and no overdraft fee will be charged for any amount that overdraws your account by \$10 or less.

Fees can be incurred by accessing the Overdraft Protection by several different methods, including but not limited to: debit card transactions, ATM transactions, preauthorized automatic debits, telephone initiated transfers, other electronic transfers, checks,

withdrawals, as well as payment of an item under the Overdraft Protection Program. Fees incurred under the Overdraft Protection Program will count against the overdraft protection limit.

Items presented on the account are paid in amount order, from the smallest to the largest, based on the dollar amount of the check; however, any auto transfers, ATM cash withdrawals, preauthorized automatic debits and POS/debit card transactions will pay before checks. The order in which checks are paid is important if there is not enough money in your account to pay all of the checks that are presented. There is no policy that is favorable in every instance. By posting credits before debits and by paying checks based on the dollar amount, we believe this may minimize additional costs to the consumer. FCB reserves the right to change our payment order upon proper notice. In the event your account shows an overdraft status, a notice will be mailed to you indicating the overdraft amount including overdraft fee charges.

Alternatives

Alternatives to the Overdraft Protection Program that may be cheaper include a Line of Credit (*subject to approval*) or a Linked Account (an automatic transfer between your primary checking account and another account with FCB).

Opting Out

At any time, you may opt-in or opt-out of ATM and one-time debit card transactions by visiting us at www.fcbtexas.com (*under personal banking/forms*) and completing the Reg E Opt-In/Opt-Out form or by visiting any FCB bank location to complete the form. Be aware that all items presented against insufficient funds on your account, besides those that we are legally obligated to pay, will be returned or denied whenever possible, regardless of the type of transaction (preauthorized debits, ATM withdrawals, transfers, point of sale [POS] in-person withdrawals, and checks). You will be charged a Non-Sufficient Fee (NSF) of up to \$35 per returned item. There is no limit to the number of NSF fees we may charge.