

Accountholder Responsibilities

Member FDIC
"BANK"

Customer acknowledges that they have a duty to manage their checking account in a responsible manner. Good account management means understanding options and making an informed choice about how to conduct transactions. This includes balancing your checkbook by recording all transactions, reviewing your monthly account statement, and tracking your account balance by using one of our FREE services such as IBC Voice, IBC Bank Online and/or IBC Mobile Banking. Keeping a balanced checkbook is the best way to avoid unnecessary fees.

Overdraft Courtesy Fees and other terms:

Customer acknowledges that they understand the terms and conditions of Overdraft Courtesy, including:

Order of Payment: Transactions may not be processed in the order in which they occur. The order in which transactions are processed can affect the total amount of overdraft/N.S.F. fees incurred. The Bank reserves the right to clear items in any order, as permitted by law. It is the Bank's policy to clear items in the following order: (i) any wire transfers from lowest to highest dollar amount; (ii) items the Bank has already paid or committed to pay (such as ATM withdrawals, teller cash withdrawals, transfers, debit card transactions or point of sale withdrawals) or bank fees, from lowest to highest dollar amount; (iii) checks and ACH withdrawals from lowest to highest dollar amount.

Fees: For ATM or non-recurring debit card transactions, the Bank will assess an overdraft fee, in the amount described in the *Schedule of Fees and Charges*, each time i) the Available Balance at the time of a transaction was insufficient to cover the amount authorized; and ii) the Bank pays the transaction into overdraft. However, an overdraft fee shall not be assessed on ATM or non-recurring debit card transactions for Domestic Consumer Accounts unless Depositor has opted in to overdraft coverage for such transactions. For other types of transactions (*e.g.*, checks and ACH transactions), the Bank will assess an overdraft fee, in the amount described in the *Schedule of Fees and Charges*, each time the Bank pays an overdraft. An overdraft fee shall not be assessed on a Domestic Consumer Account if the Available Balance is overdrawn by \$3.00 or less after the processing of transactions at the end of each day.

Domestic Consumer Accounts may be assessed multiple overdraft fees up to a maximum of eight (8) overdraft fees per day. In addition, for accounts that have opted in to overdraft coverage for ATM and non-recurring debit card transactions, overdraft balances, including unpaid fees, will be assessed an overdraft interest charge at the rate of 17.75% per annum from the date of the overdraft until the date of receipt by the Bank of repayment of the entire outstanding balance. No interest will be charged on overdrafts incurred by Domestic Consumer Accounts that have not opted in to overdraft coverage for ATM and non-recurring debit card transactions.

Items presented for payment against insufficient funds that are not paid into overdraft will be returned as N.S.F. and will be assessed an N.S.F./Return Item Fee in the amount described in the *Schedule of Fees and Charges*. There is no limit on the number of N.S.F./Return Item Fees that may be assessed per day. N.S.F./Return Item Fees are not charged for ATM or debit card transactions.

Fees are subject to change. Depositors will receive advance notice of any fee increase in accordance with applicable law.

Other Options: Customer also understands that IBC offers Overdraft Transfer Protection, which is a less expensive way to cover inadvertent or occasional overdrafts. Overdraft Transfer Protection can link a secondary account to the customer's checking account, and if items post against insufficient funds on the checking account, the necessary funds are automatically transferred from the secondary account for \$12.00 per daily transfer. If the secondary account is a savings account, however, federal regulation limits the automatic transfers to six per month.

Customer's Choice: Customer also understands that he/she always has the choice to remove Overdraft Courtesy from their account, and that by accepting Overdraft Courtesy, they also accept all the terms and conditions of the service. As is required by federal regulation, a consumer must give the bank affirmative consent to authorize and pay ATM withdrawals and everyday debit card transactions.

Discretionary Service & Account Abuse: Customer understands that Overdraft Courtesy is a discretionary customer service provided by International Bank of Commerce/Commerce Bank (IBC) that is intended to cover any inadvertent or occasional overdrafts. Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Account abuse or negligent handling of an account could result in the account being closed. If your account is not returned to a positive balance within 45 days of the date it first became overdrawn, your account will be closed.

For your financial security, we advise you to use your account and Overdraft Courtesy responsibly.