

## Overdraft Auto-Transfer Service Authorization Agreement

Complete the appropriate section below to enroll or end your **Overdraft Auto-Transfer Service** ("Service"). The Service will transfer funds once per day during end of day processing TO the Protected Account FROM the Funding Account to prevent a negative available balance in the Protected Account. Some limitations apply. See the Prairie State Bank & Trust Overdraft Auto-Transfer Service Agreement for details. The Service and all transfers by the Service are subject to the terms and conditions in the Prairie State Bank & Trust's Overdraft Auto-Transfer Service Agreement.

### Enroll in Service

Customer Name		
Protected Account #	Funding Account #	Funding Account Type: <input type="checkbox"/> Checking, NOW or Money Market <input type="checkbox"/> Savings
<b>Transaction Authorization</b> – The Service will use funds in the Funding Account to authorize debit transaction(s), such as debit card purchases, from the Protected Account when the balance in the Protected Account is not sufficient to authorize the debit transaction(s) independently. Transfers by the Service which result from such authorization will be assessed the Service fee. You may opt out of this feature by notification to us.		
<b>OPT OUT checkbox-</b> <input type="checkbox"/> I/We DO NOT want the balance of the Funding Account to be used for transaction authorization under this Service		
<b>Transfer Amount</b> – The Service will transfer only the exact amount of funds necessary to pay the fee and bring the available balance of the Protected Account to \$0. You may instead elect to transfer funds in \$100 increments by notification to us.		
<b>Increment alternative checkbox-</b> <input type="checkbox"/> I/We want the Service to transfer in \$100 increments to pay the fee and bring the available balance in the Protected Account to \$0 or above		

**By signing below YOU:**

- indicate your agreement to the terms and conditions in and acknowledge receipt of the **Overdraft Auto-Transfer Service Agreement**.
- authorize **Prairie State Bank & Trust** to automatically transfer funds from the **Funding Account** to the **Protected Account** according to the terms and conditions of **Overdraft Auto-Transfer Service Agreement**. A **\$10.00 Overdraft Auto-Transfer Fee** is assessed for each transfer. The amount of the fee is set forth in our **Schedule of Common Fees** and subject to change.
- indicate that you are an owner/authorized signer of the **Funding Account** and have the authority to enter into this agreement.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

### End Service

**By signing below, you authorize Prairie State Bank & Trust to discontinue automatic transfers by the Service from the Funding Account to the Protected Account. By signing, you understand it could take up to two Business Days to end the Service.**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

**For Internal Use Only -- Branch Staff Checklist**

1. Verify that authorized signer is owner of Protected and Funding Account. By Branch # \_\_\_\_\_ Employee \_\_\_\_\_
2. Verify that protected account is not a funding account; and that the funding account is not a protected account. If an account is coded as both, no transfers will occur in either case. By Branch # \_\_\_\_\_ Employee \_\_\_\_\_
3. Explain to Customer:
  - a. Authorization - Funding Account Option:  Standard – Use funding acct for authorizations  Override – Do Not Use funding acct for authorizations
  - b. If ODP is present on the account, it will be removed.
  - c. If Reg E Opt in = Yes; it will be changed to Opt-Out Removed by Bank, because the Reg E Opt In is not beneficial unless ODP is present.
4. Scan document to File Maintenance and Account Documents





## OVERDRAFT AUTO-TRANSFER SERVICE AGREEMENT TERMS AND CONDITIONS

This Overdraft Auto-Transfer Service Agreement (“Agreement”) contains the terms and conditions for the use of the Overdraft Auto-Transfer Service (“Service”) offered by Prairie State Bank & Trust. In this Agreement the terms “we”, “us”, “our”, and “Bank” refer to Prairie State Bank & Trust; the terms “you” and “your” apply to each person applying for or using the Service, as well as each person or entity in whose name a Protected Account or Funding Account is held.

### 1. DEFINITIONS:

- a. “Available Balance” means the most current record we have about the funds that are available to pay transactions from your account. In determining your Available Balance we will consider all transactions that have posted to your account, deduct any holds that may be in place on deposits you have made (refer to our Funds Availability Policy), deduct the authorization hold amount of debit card or other transactions that we are legally obligated to pay or have already paid, deduct other pending transactions such as ACH transactions, and deduct any other holds on your account, such as holds on funds to secure a loan, to comply with court orders or for other legal requirements.
- b. “Business Day” means Monday through Friday, excluding Federal Reserve Bank holidays.
- c. “Protected Account” means the deposit account that you have designated to receive funds automatically from a Funding Account during end of Business Day processing to prevent a negative Available Balance in the Protected Account. The Protected Account may be a checking, NOW or money market account at Bank, subject to our approval. A Protected Account cannot also be designated a Funding Account.
- d. “Funding Account” means the deposit account that you have designated to transfer funds automatically to the Protected Account during end of Business Day processing to prevent a negative Available Balance in the Protected Account. The Funding Account may be a checking, NOW, money market, or savings account at Bank, subject to our approval. A Funding Account cannot also be designated a Protected Account.

**2. ACCEPTANCE/USE OF THE SERVICE.** Your use of the Service constitutes your acceptance of this Agreement. The Agreement is subject to change by us from time-to-time upon reasonable notice to you. Notice to any of you is notice to all of you. Your continued use of the Service after such notice indicates your acceptance of and agreement to the changes. You understand and agree that a transfer from your Funding Account to your Protected Account by the Service is and will be subject to this Agreement and other agreements between you and us, together with any other disclosures provided in connection with the Service or your accounts. Any of you may, upon compliance with our process, request a modification of the accounts enrolled in the Service by adding, deleting or substituting other accounts. We reserve the right to accept or decline such request and may require you to agree to a new or amended Agreement.

**3. FEES.** An Overdraft Auto-Transfer Fee is assessed for each transfer made by the Service. The fee is automatically deducted from the Protected Account at the time of any transfer by the Service. The amount of the fee is set forth in our schedule of common fees, as amended from time to time.

**4. DESCRIPTION OF SERVICE.** You must designate a Protected Account and a Funding Account to participate in the Service. The standard service transfers the exact amount needed. You may designate a transfer increment amount (increment) so that transfers under the Service will normally occur in multiples of the increment (for example: a \$100 increment results in possible transfers of \$100, \$200, \$300, and so on).

You authorize us to apply the Service to the Protected and Funding Accounts. We will apply the Service once per Business Day during end of day processing. At that time, if the Protected Account has a negative Available Balance the Service will be applied as follows, assuming the Funding Account has sufficient funds:

- a. **If you do not designate an increment:** The Service will transfer from the Funding Account to the Protected Account enough funds to bring the Available Balance of the Protected Account to \$0 after payment of the Service fee.
- b. **If you do designate an increment.** The Service will transfer from the Funding Account to the Protected Account enough funds, normally in a multiple of the increment, to bring the Available Balance of the Protected Account to or above \$0 after payment of the Service fee. If the balance in the Funding Account is not enough to transfer in a multiple of the increment but is enough to bring the Available Balance of the Protected Account to \$0 after payment of the Service fee, then the Service will disregard the increment and transfer enough to bring the Available Balance of the Protected Account to \$0 after payment of the Service fee.

The Service will NOT transfer more than the Available Balance of the Funding Account under this Service. If the entire Available Balance of the Funding Account, upon transfer, would not be enough to bring the Available Balance of the Protected Account to \$0 after payment of the Service fee, the Service will not transfer from the Funding Account to the Protected Account.

**Unless you inform us otherwise, you acknowledge and agree the balance of the Funding Account may be used to authorize debit transactions, such as debit card purchases, on the Protected Account when the balance in the Protected Account is not sufficient to authorize the debit transactions independently. Transfers by this Service which result from such authorization will be assessed the Service fee. If you do not want the balance in the Funding Account to authorize debit transactions, such as debit card purchases, under this Service notify us in person, in writing, or by telephone.**

**5. OVERDRAFT FEES.** Even with enrollment in this Service; paid item fees, return item fees, and daily continuous overdraft fees, including unavailable funds (UAF) fees, will be charged when the Protected Account has a negative Available Balance and there is not enough Available Balance in the Funding Account for a transfer to occur under the Service. You acknowledge and agree that we, at our sole discretion and without liability to you, determine whether to pay or return item(s) presented against the Protected Account if there is insufficient Available Balance to pay the item(s). Please refer to our schedule of common fees for more details.

**6. TRANSACTION LIMITATIONS.** You acknowledge and agree that transfers by this Service count toward applicable transaction limitations set forth in account disclosures provided to you at account opening, as amended from time to time. You acknowledge and agree that transfers by this Service count as applicable withdrawals and may result in excess withdrawal fees as set forth in account disclosures provided to you regarding your savings and money market accounts.

By federal regulation, you are limited to six transfers or withdrawals (or a combination of transfers or withdrawals) from a savings or money market account during a month or monthly statement period. This includes the following types of transfers or withdrawals: to another account you have with us or to a third party by pre-authorized or automatic transfer (including overdraft auto-transfers); by phone, fax, or online banking; by check or draft (if you can write checks or drafts against your account); by debit card (if we have issued a debit card for your account); or by similar order by you and payable to third parties. If you continuously exceed these limits, we may convert your account to a transaction account or close the account. We may charge you excess withdrawal fees on your Funding Account if you exceed limits set forth in the Truth in Savings Disclosure of your specific account.

**7. TERMINATION OF SERVICE.** We reserve the right, at any time, to change, suspend or discontinue your access to the Service, in whole or in part, at our sole discretion upon reasonable notice to any of you. The Service will automatically terminate if the Protected or Funding Account is placed in a frozen or closed status. You may terminate the Service by notice to us. We may require written notice. We will have reasonable time to act on your notice.

**8. DISCLAIMER OF WARRANTIES.** The Service is provided "as is" and "as available". We disclaim all warranties of any kind as to the use of the Service. We make no warranty that the Service will meet your requirements, will be error-free, or will be uninterrupted.

**9. LIMITATION OF LIABILITY/INDEMNIFICATION.** You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, or other losses incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this Service, regardless of the form of action or claim (whether in contract, tort, strict liability or otherwise), even if we were informed of the possibility thereof. In addition to the indemnities set forth in any other account agreements, you agree to indemnify and hold harmless Bank from all losses incurred by us for claims and damages resulting from breach of the warranties made by you under this Agreement or breach by you of any of your obligations under this Agreement.

**10. MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable under law or regulation, the validity and enforceability of the remaining provisions shall not be affected, and a valid and enforceable provision in as similar of terms as possible shall be automatically added in its place.

If you have questions regarding this Service, you may contact us at **1-800-597-2977**.