



## Overdraft Privilege Disclosure

It is Haverhill Bank's policy to comply with applicable laws, rules and regulations, and to conduct business in accordance with strict safety and soundness standards. An insufficient funds item (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; D) Charging your account for our applicable service charges and fees; E) The deposit of items to your account which, according to our Funds Availability Policy are treated as not yet "available" or "finally paid". **We are not obligated to pay any item initiated for payment against your account if your account does not contain sufficient collected funds.**

**Rather than automatically returning, unpaid, any insufficient funds items that you may have,** if your "eligible account type" has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices, and depositing at least \$500.00 or more in your account within the first thirty (30) day period, (B) You are not in default on any loan obligation to us, (C) You bring your account to a positive balance (not overdrawn) immediately or as soon as possible and at least once every thirty (30) days. You have no legal right to defer payment of your outstanding overdrafts including bank fees. (D) Your account is not the subject of any administrative order or levy, such as bankruptcy or tax lien, **we will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned ODP! Limit.** This discretionary\* service will generally be limited to a \$500.00 overdraft (negative) balance for Regular Checking, Employee Checking Accounts, \$800.00 overdraft (negative) balance for Now and Gold Checking Accounts, \$1000.00 for eligible business/commercial checking accounts and will apply to any transaction that overdraws your consumer or business account including, but not limited to, payments authorized by Checks, ACH/Electronic Items, Online Banking bill payments and transfers, Telephone Banking payments and transfers, in-person withdrawals and recurring Debit Card transactions. We will charge our normal fee whether we approve the item for payment or not. **For Consumer Accounts,** our normal fees and charges including, our insufficient funds/overdraft fees, currently up to \$25.00 per insufficient item (as set forth in our fee schedule) will be included in these limits and will be charged for each transaction presented for payment against non-sufficient funds, maximum five per day (there will be no NSF/Overdraft fee if the overdraft balance or item is less than or equal to \$10.00). **One-time ATM/Debit Card transactions and withdrawals may be paid if you have opted in for this type of overdraft coverage.** If you have not opted in and do not have sufficient funds for a one-time ATM/Debit card transaction or withdrawal then your transaction may be declined and you will not be charged a fee. If you have **Opted In** for this type of overdraft coverage and you are eligible for Overdraft Privilege we may approve your one-time ATM/Debit card transactions and withdrawals up to your assigned ODP! Limit and charge your account our normal insufficient/overdraft fee, maximum five per day (there will be no NSF/Overdraft fee if the overdraft balance or item is less than or equal to \$10.00). **For Business Accounts,** our normal fees and charges including, our insufficient funds/overdraft fees, currently up to \$27.00 per insufficient item (as set forth in our fee schedule) will be included in these limits and will be charged for each transaction presented for payment against non-sufficient funds (there will be no NSF/Overdraft fee if the overdraft balance or item is less than or equal to \$10.00). **Business Accounts** eligible for Overdraft Privilege do not need to Opt in for the additional overdraft coverage for ATM/Debit card transactions and withdrawals; we may automatically cover any one-time ATM/Debit card transactions and withdrawals up to the assigned ODP! Limit and charge an insufficient/overdraft fee for each transaction that occurs while the account is overdrawn (there will be no NSF/Overdraft fee if the overdraft balance or item is less than or equal to \$10.00).

**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 will be notified by mail of any insufficient 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, each owner and agent, if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts, including our fees.

- **Other Overdraft Protection Services:** We offer an additional overdraft protection service that you may take advantage of. You may set up a transfer from another account of yours with us to cover any overdrafts. You may save money on the total fees you pay us for overdraft protection services by using this alternative form of overdraft. A transfer from an account with us will be activated first and the overdraft privilege will be a secondary form of protection.
- **Eligible Accounts:** The account types eligible for the ODP! Service are: Regular Checking Accounts, Now Checking Accounts, Gold Checking Accounts, Employee Checking, Business Basic and Business Plus.
- **Eligible Transaction Types:** NSF transactions initiated for payment against your checking/draft account(s) may be approved/paid by us using, up to, your assigned ODP! Limit, including our fees. The eligible transaction types will include, without limitation: Checks, ACH/Electronic Items, Online Banking bill payments and transfers, Telephone Banking payments and transfers, in-person withdrawals and recurring Debit card transactions. For consumers who have Opted In for the additional overdraft coverage this would also include one-time ATM/Debit card transactions and withdrawals. One-time ATM and Debit Card transactions and withdrawals for Business accounts may be included without Opting In.
- **Ineligible Accounts and Limitations:** Available only for eligible checking/draft accounts that are maintained in good standing as defined above. Savings Type Account, Money Market Accounts, Public Fund/Charitable Organization Accounts, Certain Trust Accounts, Student Minor Accounts and any other 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 ODP! Service to one account per household and/or one account per taxpayer identification number.
- **You May Always Opt-Out:** You may choose at any time to not participate in the ODP! Service and/or the additional overdraft coverage for one-time ATM/Debit card transactions and withdrawals 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 customer service representatives at 978-374-0161. You may also get helpful tips from Consumer Credit Counseling Services at 1-866-515-2227 ([www.moneymanagement.org](http://www.moneymanagement.org)), or from the Federal Trade Commission at [www.ftc.gov/consumer](http://www.ftc.gov/consumer).

**\*Always a Discretionary Service: Our ODP! 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.**

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