Mid America Bank
Ad Hoc Overdraft / Overdraft Privilege Disclosure

Mid America Bank offers two methods for handling account overdrafts. One is the traditional ad hoc review, performed by bank employees, whereby pay or return decisions are made on an item by item basis. We believe it is important for you to use your checking account responsibly and to never intentionally overdraw you account. However, we realize that financial shortfalls happen from time to time and we have several options available for you including our Overdraft Privilege program. As a benefit to our customers, we offer these optional services to cover you in the event that you overdraw your checking account.

We will continually monitor overdraft activity. If we detect excessive overdraft activity in your consumer account, we will contact you to discuss several options or alternatives to help reduce or eliminate the overdraft expense incurred.

Overdraft Protection Options:

Bank Approved, Non-recurring, Debit Card/POS Transaction – You will not be assessed overdraft fees for these transactions if the payment of these transactions results in an overdraft and you have elected to Opt –Out of any of our overdraft options, including our Overdraft Privilege Program.

Overdraft Grace Amount – If you inadvertently overdraw your account in an amount that results in a daily overdraft balance of $15.00 or less you will not be assessed our normal overdraft fee of $25.00. We do however; reserve the right to return any such item(s) at our discretion without assessing a returned check fee. The daily maximum amount we will charge a consumer for overdrafts is $125.00.

Transfer from another account – If you have other accounts with us, you can authorize us to transfer the funds needed to cover your overdraft and avoid any overdraft fees.

Overdraft Privilege – Overdraft Privilege is a service we make available for your checking account to cover overdrafts to a set limit, subject to the eligibility criteria as explained below. While we reserve the right to unilaterally refuse to pay any item that is presented, with Overdraft Privilege we will generally pay your overdraft items up to $500. When we pay overdraft items for you, you will be charged our normal overdraft fee, currently $25 for each item that is presented. Both the amount of the overdraft items and all applicable fees, including but not limited to the $25 overdraft fees, are included in this limit.

Overdraft Privilege Eligibility Criteria – an Opt-IN Form is required for the Overdraft Privilege; eligibility is based on you managing your checking account in a responsible manner. You will be eligible for the Overdraft Privilege if you have agreed to Opt-In to this program unless:

- You are more than 30 days past due on any Bank loan or delinquent on any other obligation to the Bank.
- You are subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding.
- You have an outstanding balance on an Overdraft Repayment Plan.
- An extended hold is being placed on your checking account or any other account relationship, in which case your Overdraft Privilege will be suspended without prior notice.
- You are a minor.
- A ChexSystems or any other negative indicator is present.
- You have an account that has been opened less than 30 days, or if you were overdrawn for more than 5 consecutive days during the first 30 days that your account was open.
- Your account is a Fiduciary Trust or Escrow Account.
- Your account is classified as dormant.

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Overdraft Privilege Suspension / Removal of Privilege – You may be suspended or removed immediately from Overdraft Privilege if:

- You do not bring your account to a positive balance within a 30 day period
- You fail to meet our eligibility criteria
- If you meet all the criteria listed above, we may still remove the privilege if we believe you are not managing your account in a responsible manner which may harm you or us.

Periodic Overdraft Privilege Offering – You may be excluded from any offering of Overdraft Privilege if your account has been overdrawn for more than 15 consecutive days, unless sufficient grounds exist for us to believe that it is prudent to grant you the Overdraft Privilege. We will periodically review accounts that are newly established or were not eligible at prior offering and grant them the privilege if they elect to opt-in to the program.

Transactions Covered by Overdraft Privilege – Overdraft Privilege will be available for all checks written, in-person withdrawals, Debit Card/POS transactions and internet banking (provided you opt-in). Telephone banking, internet banking and ATM balance inquiries will not include any available Overdraft Privilege funds in reported account balances.

Payment Order of Items – The order in which items are presented may affect the total fees incurred by a customer. The first items that we pay are any checks cashed by our employees or that you have written to us. We then pay any items that are submitted electronically, such as ATM withdrawals, ACH items, any debit card transactions, preauthorized automatic transfers, telephone-initiated transfers and any other electronic transfers. Finally, we pay the remaining items based on low to high dollar value of the items.

Opt Out – You may never need, or desire to take advantage of the Overdraft Privilege option but you may find it useful in the event of a temporary shortfall. If you are an existing Overdraft Privilege customer and you do not want to have Overdraft Privilege, simply contact us and we will provide you with an Opt-out form to remove this benefit from your account. You may Opt-out of any of our overdraft options.

Additional Information – Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories and the bank with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them.

Waiver: The Bank's forbearance from, or delay in, exercising any of the Bank's rights, remedies, privileges, or right to insist on your strict performance of any provisions of you account agreement, this Overdraft Privilege disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the Bank's rights, remedies or privileges.

You and the Bank agree that the exclusive remedy and forum for all disputes arising out of Overdraft Privilege or your or the Bank's performance there under, except for matters you or the Bank take to small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.

Effective Date – All information listed in this disclosure is effective January 1, 2013

We can provide additional information to assist you in accessing free or low cost financial workshops, upon request.