



**Overdraft Privilege Disclosure**

Axiom offers several overdraft solutions to assist you in managing your account while allowing you to control your cost. Meeting your financial needs is our top priority. To prevent 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, Mobile Banking, Online Banking and Online Banking Alerts to monitor your account balance and account activity can assist you in managing your account.

**Online Banking** – At [www.axiombanking.com](http://www.axiombanking.com) you can monitor your account daily and set up message alerts to notify you for a variety of things such as low balances. Always check to be sure that you have sufficient funds prior to making a purchase. Use the Online Banking Enrollment guide under Services at [www.axiombanking.com](http://www.axiombanking.com) or contact a Customer Support representative at **800-584-0015** for assistance registering for Online Banking,

**Mobile Banking** – Mobile Banking can be used any time, from just about anywhere. With Mobile Banking you can check your balance, deposit checks using your smartphone, view transaction history, receive alerts for balances and deposits, pay bills, as well as transfer funds between your other existing Axiom accounts. Use the Mobile Banking setup guide under Services at [www.axiombanking.com](http://www.axiombanking.com) or contact a Customer Support representative at 800-584-0015 for assistance getting started.

**Telephone Banking** – Telephone banking is available 24 hours a day, 7 days a week. With our Telephone Banking you can check your balance, transfer funds and verify posted deposits, checks and debit card transaction. For fast, convenient access to your account, please call **888-425-4882**. Use the Telephone Banking setup guide at [www.axiombanking.com](http://www.axiombanking.com) for assistance getting started.

**Overdraft Protection Options:** It is important for you to use your checking account responsibly and to never intentionally overdraw your account. However, we realize that financial shortfalls happen from time to time and we have several options available for you.

<b>Ways to cover overdrafts at Axiom</b>	<b>Associated Convenience Fees*</b>
<b>Account Transfer through online or mobile banking</b>	<b>\$0.00 fee</b>
<b>Account Transfer through Customer support</b>	<b>\$5.00</b>
<b>Account Sweep</b>	<b>\$5.00 (maximum per day cost)</b>
<b>Overdraft Privilege</b>	<b>\$34.00</b>

*\*These costs are subject to change. Please ask about our specific products and fees prior to utilizing them.*

**Account Sweep:** This product allows you to protect your account against overdraft and insufficient item fees by transferring funds from another Axiom account when needed. By creating a link between your primary checking account to a secondary checking or savings account with our institution, any presented items that would cause an overdraft in the primary account will be paid by available funds that are automatically “swept” or transferred from the secondary account. Regardless of the number of insufficient items only one transfer fee will be assessed per day. There is a low \$5.00 fee for this convenience that will only be charged once per day in the event of a sweep. If no funds are available to sweep at the time an item is presented for payment, an overdraft (OD) item fee or an insufficient (NSF) item fee may be assessed. *Certain account types have transaction limitations; please speak to a personal banker to determine whether transaction limitations apply.*



**Overdraft Privilege** - Overdraft Privilege is a service that may be tied to your checking account, subject to your Enrollment and Opt-In elections and the eligibility criteria outlined below. With Overdraft Privilege we will generally pay your overdraft items up to \$550.00 for consumer and small business accounts. Overdraft Privilege limits varies by product:

- Up to \$200 Opportunity Checking or Business Opportunity Checking Overdraft Privilege Maximum Limit
- Up to \$450 Axiom Checking or Senior Checking Overdraft Privilege Maximum Limit
- Up to \$550 Axiom Select Checking, Axiom Now Checking, Basic Business Checking, Business Now Checking, Commercial Select Checking and Commercial Premier Checking Overdraft Privilege Maximum Limit

Whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. You will be charged our normal paid overdraft or return NSF item fee of \$34.00 for each item that is presented. Both the amount of the paid overdraft items and all applicable fees, including but not limited to the paid overdraft fees, are included in this limit. All deposits made to overdrawn accounts are applied to the negative balance. There is a limit of four (04) total Paid Overdraft fees per day we will charge you for overdrawing your account, provided the total fees are commensurate with the total number of paid overdrafts on your account. You will not be assessed overdraft fees for a transaction(s) that overdraws your account balance for \$5.00 or less.

**Eligibility** – Your election to enroll by submitting the attached Overdraft Privilege Opt-In form is required for Overdraft Privilege; eligibility is at the sole discretion of the Bank and is based on managing your checking account in a responsible manner. Your Overdraft Privilege may be suspended or permanently removed, based on but not limited to, the following criteria:

- You fail to meet the eligibility criteria
- We do not have a valid address for you
- Your account is being reviewed for fraudulent activity
- 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

**Eligible Account Products:** Account products that are eligible for our Overdraft Privilege include: Axiom Checking, Opportunity Checking, Axiom Select Checking, Senior Checking, Basic Business Checking, Business Opportunity Checking, Business Now Checking, Commercial Select Checking and Commercial Premier Checking. Axiom reserves the right to limit this service to **one (1)** account per customer.

**Transactions Eligible for Overdraft Privilege** – Overdraft Privilege will be available for all checks written, ACH transactions, and preauthorized automatic transfers. Overdraft Privilege will **not** be available for ATM and everyday debit card transactions **unless** you authorize the bank by completing an ATM/Debit Card Opt-In Consent Form. *NOTE: If you have consented to Overdraft Privilege for ATM transactions, please verify your balance before initiating an ATM cash withdrawal. All overdrafts will be subject to our \$34.00 paid overdraft fee for each withdrawal until the account returns to a positive balance unless a separate Overdraft Protection Savings or Checking Account has been linked and established as a transfer/sweep account at which time you will be subject to the Automatic Transfer Fee of \$5.00.*

**Opting Out:** If you decide you no longer want this service, you can request to “opt out” of our Overdraft Privilege at any time by visiting one of our branches, or by calling us at 800-584-0015. If you choose not to participate in our Overdraft Privilege 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-branch withdrawals, and checks.)



**Payment Order of Items** - The order in which items are presented may affect the total fees assessed to your account. The first items that we pay are ATM withdrawals, debit card transactions, and any checks cashed in a branch. We then pay any items that were submitted electronically as ACH transactions; such as preauthorized automatic transfers, telephone-initiated transfers and any other electronic transfers. We then pay checks in sequential order by check serial number. Finally, we pay any remaining items in the order they are presented.

NOTE: Please be aware that holds placed on your account for pending electronic transactions, such as hotel or rental car deposits reduce your available balance and may cause your account to become overdrawn.

**Overdrafts:** When you do not have enough available funds in your account to cover a transaction item, such as checks, ACH, and recurring bill payments, whenever possible we will return the item. One **insufficient (NSF) item fee of \$34.00** is charged to your account each time a transaction item is returned unpaid. As required by Reg. E, we will not assess OD item fees of any type against one time debit card transactions for consumer accounts unless you opt in to our overdraft services. We are under no obligation to pay items when your account has insufficient funds, even if previous transactions were paid. One **overdraft (OD) item fee of \$34.00** is charged to your account for each overdraft transaction item that is paid. No more than four (4) NSF and/or OD item fees will be charged per day regardless of the number of items presented. If an item overdraws your account \$5.00 or less we will not charge you a fee. **A transaction may still overdraw your account, and incur fees, even if the funds appeared to be available at the time you completed the transaction.** Other outstanding transactions, such as ACH, checks, or debit card transactions for which no temporary hold was placed or the temporary hold has been removed, may not be reflected in your available balance on record at the bank and could be presented for payment to the bank before the subject transaction. We recommend you track all of your outstanding transactions and determine your available balance based on your records.

**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 your TISA 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.

**Remedy:** You and the Bank agree that the exclusive remedy and forum for all disputes arising out of the Overdraft Privilege or your or Bank's performance there under, except for matters you or 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.