

You're the *One*™

OOPS!™

OCCASIONAL OVERDRAFT PRIVILEGE SERVICE

With all of our busy schedules, it's easy to forget the little things – like monitoring your checking account balance. That's why MidWest*One* offers eligible checking customers Occasional Overdraft Privilege Service (OOPS!™).

There is no monthly fee and you only pay for it as needed. You know your checking account may be covered if insufficient funds should occur. You're the *One*™ we're here to help!

OOPS!™ will:

- Help you avoid high charges from merchants for returned checks.
- Help you avoid the inconvenience of denied purchases and dishonored checks.
- Pay occasional and inadvertent overdrafts up to your assigned OOPS!™ limit of \$800 or \$1,500. This limit includes our customary fees as set forth in the OOPS!™ Occasional Overdraft Privilege Service Policy (please see following pages). Our fees will be added to any outstanding overdrafts you may have and will be applied against your OOPS!™ limit.
- And remember, if you do not use OOPS!™ it will **cost you nothing**.



MidWestOne.com
800.247.4418



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OCCASIONAL OVERDRAFT PRIVILEGE SERVICE

OOPS!™ OCCASIONAL OVERDRAFT PRIVILEGE SERVICE POLICY

MidWestOne Bank (“we, us or our”) offers the OOPS!™ Occasional Overdraft Privilege Service. If your account qualifies for OOPS!, we will consider, without obligation on our part, paying items for which your account has insufficient or unavailable funds, instead of automatically returning those items unpaid. This document explains how OOPS! operates.

Transactions that May Qualify for OOPS!

An overdraft occurs when you do not have enough money in your account to cover a transaction. Although there are many reasons why your account might become overdrawn, most overdrafts result from the following:

- a) You write a check, swipe your debit card or initiate an electronic funds transfer in an amount that exceeds the amount of funds available in your account;
- b) You deposit a check or other item into your account and the item is returned unpaid, which causes a negative balance in your account once your balance is reduced by the amount of the returned check;
- c) You have inadequate funds in your account when we assess a fee or service charge; or
- d) You initiate a transaction before funds deposited into your account are “available” or “finally paid” according to our Funds Availability Policy. For example, if you deposit a check into your account, the proceeds of that check may not be available to you for up to seven business days after you deposit the check. If you do not have sufficient funds in your account — independent of the check—to cover the transaction, you will incur an overdraft.

The OOPS! Service applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday debit card transactions; however, we will not include ATM and everyday debit card transactions within our OOPS! Service without first receiving your affirmative consent to do so. Absent your affirmative consent, ATM and everyday debit card transactions generally will not be paid under OOPS!.

Participation in OOPS! is not mandatory. You may opt-out of the service any time by notifying one of our Customer Service Representatives. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under OOPS! without removing other items from the service. Simply inform us of your preference.

As noted above, we retain full discretion to decline to pay any item under the OOPS! Program. The means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If we do not authorize and pay an overdraft, your transaction may be declined and we may assess NSF (Non-Sufficient Funds) fees on your account in accordance with your account agreement and the fee schedule in effect at the time of the overdraft.

Fees

For each overdraft we pay or return unpaid, we will charge the standard per item NSF fee as follows up to a maximum of \$174.00 per day:

<u>Consumer Accounts</u>		<u>Non-Consumer Accounts</u>	
NSF Items \$10.00 and below	\$10.00	NSF Items	\$29.00
NSF Items above \$10.00	\$29.00	Returned Items	\$29.00
Returned items	\$29.00		

We will not charge a fee on daily overdraft balances of \$5.00 or less. We will notify you by mail if we pay or return any insufficient or unavailable funds items on your account; however, we have no obligation to notify you before we pay or return any item. The amounts of any overdrafts, including our fees, are due and payable immediately or on demand.

(continued on next page)



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OCCASIONAL OVERDRAFT PRIVILEGE SERVICE

OOPS!™ OCCASIONAL OVERDRAFT PRIVILEGE SERVICE POLICY (CONT.)

Accounts Eligible for OOPS!

OOPS! is a discretionary service and is generally limited to an \$800 overdraft (negative) balance for eligible personal checking accounts; or a \$1,500 overdraft (negative) balance for eligible business checking accounts. Please note that per item overdraft fees count toward your OOPS! Limit. We may in our sole discretion limit the number of accounts eligible for OOPS! to one account per household or per taxpayer identification number. 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. An account in good standing exhibits, but is not limited to, the following characteristics:

- a) The account has been open for at least thirty (30) days;
- b) The account is not subject to any legal or administrative order or levy, such as bankruptcy or tax lien;
- c) The account has a positive balance at least once every thirty (30) days
- d) We have a current mailing address for the account.

Ineligible Accounts and Limitations: Available only for eligible checking accounts that are maintained in good standing as defined above. Savings Type Accounts, Money Market Accounts, Commercial Checking and Funds Management Accounts, Public Fund/Charitable Organization Accounts, Political Campaign Accounts, Certain Trust Accounts &/or Fiduciary Accounts and 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 OOPS! to one account per household and/or one account per taxpayer identification number.

Eligible Account Types: The account types eligible for OOPS! are: Free Checking; Relationship Checking; Connections Club Checking; Power Checking; Basic Business Checking; Non-Profit Checking; and Business Interest Checking.

Optional Overdraft Protection Services: We offer other overdraft protection services in addition to OOPS! that you may enroll in/apply for. ATS (Automatic Transfer Service) will transfer money from another account of yours with us for Overdraft Protection. If you enroll in this service, you may save money on the total fees you pay us for overdraft protection services. A HELOC or Commercial Line of Credit will transfer money from your Home Equity Line of Credit or a Commercial Line of Credit for Overdraft Protection. If you apply and are approved for these optional services, you may save money on the total fees you pay us for overdraft protection services.

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 Service Bankers at 1-800-247-4418.

General

If you do not have any overdraft protection service attached to your Checking Account, as a general practice we will not consider authorization/payment of transactions presented against your account if it does not contain sufficient collected funds. Our normal practice will be to deny authorization/payment of any items presented for payment against insufficient funds in your account. The Bank cannot guarantee it will never exercise its discretion to authorize or pay a transaction you have initiated for which you do not have sufficient collected funds. MidWestOne will charge the current fee whether an item is paid or returned.

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