



## Overdraft Privilege Account Disclosure

As a benefit to our customers, we offer a useful feature on some of our checking account products – an Overdraft Privilege. With this Overdraft Privilege, we will pay your non-sufficient funds (NSFs) checks and fees up to a pre-approved \$500 negative available funds balance. This feature will save you time, embarrassment, and the additional fees charged by many other companies. You can access your Overdraft Privilege by writing checks to a third party, by withdrawing in person at a Teller window, at a point-of-sale (debit card transactions with merchants), at an ATM, or other electronic means. **[You are required to consent (opt-in) to receive the benefit of overdraft protection at a point-of-sale or at an ATM. Consent forms are available at any Simmons Bank location or at <https://simmonsbank.com/privacy-security/what-you-need-to-know-about-overdrafts-and-overdraft-fees>. You may also provide your consent by phoning 1-870-850-2550 or toll-free at 1-866-246-2400.]**

The Overdraft Privilege will allow you to overdraw your account up to a negative available funds balance of \$500. You will be charged the normal Paid Item Fee (overdraft fee) of \$36.00 per item as set forth in our [Schedule of Fees and Charges](#). All bank fees and charges, including without limitation the Paid Item Fees, will be included in the negative available balance and will reduce your available overdraft limit.

**CONDITIONS FOR THE PRIVILEGE:** Naturally, it is always the policy of our bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. Accordingly, there are a few conditions that will apply to this Overdraft Privilege feature:

You will be eligible for the Overdraft Privilege *unless*:

1. Your account has been open less than 30 days.
2. You are more than 30 days past due on any loan obligation to the Bank; or,
3. You are subject to any legal or administrative orders or levy; or,
4. You are currently a party in a bankruptcy proceeding; or,
5. You have a current outstanding balance in an Overdraft Repayment Plan; or,
6. Your account is currently overdrawn; or,
7. You did not deposit \$300 or more into your account; or,
8. A hold is being placed on your account for any items and the bank is required by law to notify you. Your Overdraft Privilege will automatically be suspended, without prior notice, for as long as the hold is in effect; or,
9. It appears that improper activity is taking place in your account, in which case we may suspend your Overdraft Privilege without prior notice.
10. You have a bad address on file with Simmons, as evidenced by return items.

You must also bring your account to a positive balance at least once every thirty (30) days to maintain your Overdraft Privilege in good standing.

**SUSPENSION OF PRIVILEGE:** After your Overdraft Privilege has been activated, we may suspend your privilege without notice if we become aware of any of the above conditions.

**DEPOSIT AGREEMENT:** 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.

**POSTING SEQUENCE:** Transactions are grouped into categories prior to posting. Categories for electronic transactions, such as debit card purchases and ATM withdrawals will post prior to checks and other paper items and will generally post in the order you made them. Check categories include: Checks *cash*ed at a Simmons Bank location, which will post first; Checks deposited at a Simmons Bank location; and Checks cashed or deposited through other financial institutions. Checks and paper items written on your account will post each day in check number order within each check category. Miscellaneous debits or items with no check number will post first each day within each check category.

**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 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.

**ARBITRATION: THE BANK AND YOU HEREBY ACKNOWLEDGE THAT ANY CONTROVERSY ARISING OUT OF THIS OVERDRAFT PRIVILEGE, THE BANK'S PERFORMANCE, OR YOUR PERFORMANCE, HEREUNDER, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, EXCEPT AS PROHIBITED BY LAW.**

**DECLINING OVERDRAFT PRIVILEGE:** If you wish to decline this Overdraft Privilege offer, you may do so by completing the information requested below and returning this disclosure to the Bank at this address: **Simmons Bank, Attn: CIF Services, P. O. Box 7009, Pine Bluff, AR 71611-7009**

I do not wish to have Overdraft Privilege on my account. I understand by declining this offer that non-sufficient checks on this account will not be paid and will be returned to the presenter. I further understand that the normal Return Item Fee [insufficient funds (NSF) fee] of \$36.00 as outlined in the [Schedule of Fees and Charges](#) will apply to each item that is returned.

Date: \_\_\_\_\_ Account Owner: \_\_\_\_\_  
(Please Print Name)

Account Number: \_\_\_\_\_ Signature: \_\_\_\_\_

## Protecting Yourself from Overdraft and Return Item Fees

### How Do Overdrafts and Return Items Happen?

When you (1) Write a check, (2) Withdraw money from an ATM, (3) Use your debit card to make a purchase, or (4) Make an automatic bill payment or other electronic payment for more than the amount in your checking account's Available Balance, you overdraw your account. Simmons Bank has the choice to either pay the amount or not. If we pay even though you don't have the money in your account, you may be charged a "Paid Item Fee (overdraft fee)." If Simmons Bank returns your check without paying it, you may be charged a "Return Item Fee (insufficient (NSF) fee)." The person or company to whom you wrote the check (e.g., a store, your landlord, or the phone company) may charge you a "returned check" fee in addition to the fee Simmons Bank charges you.

### Tips to Avoid or Reduce Service Fees from Overdrafts or Insufficient Funds.

These tips and tools can help you keep track of the money in your account to help you avoid overdrafts or unpaid return items. Remember that even following these tips will not necessarily result in your avoiding all overdrafts and related charges and fees.

- Keep your checkbook register up to date and calculate the amount you have left in your account after each transaction. *(Remember to anticipate and record any recurring automatic bill payments. Promptly adjust your account register if you receive a notice of any overdraft, insufficient funds or returned deposit. Don't forget to deduct any related service charges. Reconcile your account register to your monthly statement or Online Banking statement and promptly notify Simmons Bank of any errors or unauthorized transactions.)*
- Use the convenient tools Simmons Bank offers to help you keep informed about your deposit account and your Available Balance. Among those tools are Online Banking, our automated phone system, the balance inquiry feature at ATMs and our low balance email alerts. *(Please note that the order in which items are displayed in your account history is not the order in which these transactions posted to your account. Also remember that not all funds in your account may be available for immediate withdrawal or other use.)*
- Consider keeping additional funds in your account as a cushion and use direct deposit.
- After depositing a check, wait an extra business day before you write or use an ATM or debit card, unless you already have sufficient available funds in your account.
- Information is power! If you would also like credit counseling information, there are a variety of organizations (including nonprofit organizations) that provide readily available information online.
- Debit card transactions at some merchants (e.g., gas stations and hotels, particularly those where the PIN is not used) may result in temporary authorization holds, including holds that exceed the transaction amount. This reduces your Available Balance.

### Consider Signing Up for Overdraft Protection Transfer Services Available to You from Simmons Bank.

Your transaction deposit account includes limited standard overdraft practices intended for your benefit in case you make an inadvertent transaction that is not covered by the Available Balance for your account. However, these standard overdraft practices are discretionary and may not serve your needs when larger amounts of additional funds are required to cover transaction items presented for immediate payment through your account. Simmons Bank offers overdraft protection plans that link your deposit account to a funding account that may include: a savings, money market or a line of credit. If you do not have a sufficient Available Balance in your account to cover a transaction item, Simmons Bank's Overdraft Protection Transfer Services will automatically transfer money to your checking account to eliminate an overdraft. Please note that there may be a fee each time a transfer is made from another deposit or loan account. All Simmons Bank loan products are subject to credit approval and will include interest charges and may include other credit product fees.

### Comparison of Ways to Cover Overdrafts

The choice is yours. Consider these ways to cover your overdrafts:

| Ways to Cover Your Overdrafts   | Example of Possible Cost for Each Overdraft <sup>1</sup>                             |
|---|--|
| Good Account Management   | \$0.00   |
| Transfer from Another Deposit Account (Link to a Simply Savings Account <sup>2</sup> )              | \$10.00 per Transfer   |
| Transfer from a Simmons Bank Personal Line of Credit (PLOC) <sup>3</sup> (Fixed Rate and Unsecured) | No Transfer Fee (However, \$150.00 One-Time Setup Fee + Current Loan Interest Rates) |
| Overdraft Privilege   | \$36.00 Paid Item Fee per Overdraft Item   |
| Transaction Item Returned with Payment Declined   | \$66.00 (\$36.00 Bank Return Item Fee + \$30.00 Merchant Fee)                        |

<sup>1</sup>These costs are only examples. Fees and interest rates are subject to change. <sup>2</sup>Simmons Bank Simply Savings Accounts are interest bearing with a variable rate that can change at our discretion at any time, \$100.00 minimum balance to open the account, and \$100.00 minimum balance necessary to be maintained to avoid a \$5.00 service charge per statement cycle, a \$5.00 automated overdraft protection transfer fee is charged with transfer between Simmons Bank Accounts, and fees could reduce the earnings on the account. (Other funding deposit accounts to link to your deposit account that may have potential issues with nonsufficient funds would include other checking accounts, money market deposit accounts, and various savings accounts offered by Simmons Bank.) <sup>3</sup>Simmons Bank Personal Lines of Credit (PLOC) are either fixed rate or variable and can be either secured or unsecured. For the above PLOC illustration, a fixed rate unsecured PLOC with maturity of one year requires a \$150.00 one-time setup fee, a monthly minimum payment for accrued interest is required, full amount of principal outstanding and accrued interest is payable at maturity, terms include a late payment fee of 10% of the unpaid portion of the scheduled payment up to a maximum of \$100.00, and you will need to contact a Simmons Bank consumer loan department representative for current interest rates on a PLOC. The minimum amount of a credit advance into your checking account from a PLOC is \$100.00. Other open-end credit products that can be linked to a deposit account to assist with insufficient funds in that deposit account would be Home Equity Lines of Credit (HELOC) that are secured by a dwelling and offered with other terms and conditions different from the PLOC. Visit with our retail lending staff to learn more about a PLOC or HELOC, which are subject to credit approval requirements.

**\*\*\*Good account management is the lowest-cost way to protect your hard-earned money.\*\*\***

### Your Questions About "Understanding Overdrafts and Your Options to Manage Fees" Are Very Important to Simmons Bank.

For further information please refer to "What You Need To Know About Overdrafts" on our website at <https://simmonsbank.com/privacy-security/what-you-need-to-know-about-overdrafts-and-overdraft-fees>.

For general questions about our Overdraft or Insufficient Funds Policies or to change your option for authorization to pay transaction items that could result in an overdraft, please call our Call Center at 1-866-246-2400.