

## Additional Information about Overdraft Privilege

- A link to another account or a line of credit may be a less expensive option than an overdraft. Good account management is the best way to avoid overdrafts. Use our mobile banking, online banking, and telephone banking services to keep track of your balance. For additional financial education resources, please visit [www.mymoney.gov](http://www.mymoney.gov).
- The **\$35** Overdraft Fee is the same fee amount that is charged if a check is returned as unpaid. If multiple items overdraw your account on the same day, each item will be assessed an appropriate Overdraft Fee or a Return Item Fee of **\$35**. All fees and charges will be included as part of the Overdraft Privilege limit amount. Your account may become overdrawn in excess of the Overdraft Privilege limit amount as a result of a fee.
- If your account balance remains overdrawn five (5) consecutive business days, beginning on the 5th business day we will charge you a **\$5** continuous overdraft fee each business day until your account balance is brought to a positive balance. This fee is in addition to any per item overdraft fees.
- For consumer accounts, there is a limit of five (5) Overdraft Fees (\$175) per day we will charge. We will not charge an Overdraft Fee if a consumer account is overdrawn by \$5.00 or less. These exceptions do not apply to business accounts.
- This describes the posting order for purposes of determining overdrafts. Our current practice is to (i) process and post deposits and credits to your Account before we process, post and pay items and (ii) unless noted otherwise below, process, post and pay items in smallest dollar value to largest dollar value within the following categories: CREDITS (1) Deposits, including client initiated transfers, (2) Incoming Wires, (3) Deposit correction credits, (4) Lockbox Deposits. DEBITS (5) Outgoing Wire transfers, (6) Stop Payment Fees, (7) Deposit correction debits, (8) Safe Deposit Box Rent, (9) ACH Debit including Bill Pay ACH items, (10) Client initiated transfers between accounts, (11) Debit Card purchases and ATM withdrawals, (12) Checks cashed by our tellers or presented in other client's deposits\*, (13) Checks including Bill Pay Checks, not included in #12\*, (14) Other service charges including NSF fees, maintenance fees, etc. \*Items post in check or serial number sequence. However, because of the many ways we allow you to access your account, the posting order of individual items may differ from these general policies. Please refer to your Deposit Account Agreement and Disclosure and Funds Availability Policy for additional information. Holds on funds (described below) and the order in which transactions are posted may impact the total amount of Overdraft Fees or Return Item Fees assessed.
- Although under payment system rules, the bank may be obligated to pay some unauthorized debit card transactions, the bank will not authorize debit card or ATM transactions unless there are available funds (including Overdraft Coverage Options) to cover the transactions and any fee(s).
- Giving us your consent to pay every day debit card and ATM overdrafts on your consumer account may result in you incurring Overdraft Fees for transactions that we would otherwise be required to pay without assessing an Overdraft Fee. However, this would allow us to authorize transactions up to the amount of your Overdraft Privilege limit.
- Please be aware that the Overdraft Privilege amount is not included in your available balance.
- The bank will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. An Overdraft fee may be assessed if there are not funds remaining in your account once the hold has been removed from your account.
- The bank may suspend your debit card if your account is overdrawn more than 32 consecutive calendar days. Debit cards on your account will remain suspended until you contact us and you make sufficient deposits so that your account balance is positive.
- If your debit card is suspended, you will be unable to use your debit card for purchases or to access funds in all accounts tied to the card at the ATM, and if you use your debit card for recurring payments, e.g., utilities, you are responsible to make other arrangements for your recurring debit payment(s).

- Overdraft Privilege is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice. With Overdraft Privilege, we pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.
- Overdraft Privilege limits of up to \$750 are available for eligible Consumer Checking accounts opened at least 30 days in good standing and up to \$1,000 for eligible Business Checking accounts opened at least 60 days in good standing; prior to this time, a provisional limit of \$100 may be applied to your account unless you have withdrawn from Overdraft Privilege entirely. For consumer accounts: If you consent to Extended Overdraft Privilege, it will remain on your account until you otherwise withdraw it or if Overdraft Privilege has been permanently discontinued on your account.
- Overdraft Privilege may be discontinued if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within 32 calendar days for a minimum of one business day. You must bring your account balance positive for at least one business day to have Overdraft Privilege reinstated.
- Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all overdraft and fee amounts, as described in the Deposit Account Agreement and Disclosure. The total (negative) balance, including all fees and charges, is due and payable upon demand.

**If you have any questions about Overdraft Protection Plans or Overdraft Privilege, please call us at the number on the back of your debit card, or visit a banking center.**

**All fees are subject to Gross Receipt Tax in New Mexico; these taxes will be added to the stated fees.**