



Business Overdraft Privilege Program

Terms and Conditions

It is 1st Bank of Sea Isle City's ("we, us, or our") policy to comply with applicable laws, rules and regulations, and to conduct business in accordance with strict safety and soundness standards. A non-sufficient funds (overdraft/negative balance) may result from: A) The payment of checks, electronic funds transfers, or other withdrawal requests you initiate; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) Charging your account for our applicable service charges and fees; E) The deposit of items to your account which, according to our Funds Availability Policy, are treated as not yet "available" or "finally paid." **We are not obligated to pay any item initiated for payment against your account if your account does not contain sufficient collected funds.**

Rather than automatically returning, unpaid, any non-sufficient funds items that you may have, if your "eligible account type" has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices, (B) You are not in default on any loan obligation to us, and (C) Your account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien, **we will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned Overdraft Privilege (ODP) limit, including our fees.** We reserve the right to require you to pay your outstanding overdraft (negative) balance including our fees, immediately or on demand.

This discretionary* service will generally be limited to a \$1,500 overdraft (negative) balance for business checking accounts Small Business Checking, and Business Checking.

Our normal fees and charges including, without limitation, our non-sufficient funds/overdraft fees (currently \$30.00 per non-sufficient funds or overdraft item) as set forth in our Fee Schedule will be charged for each transaction initiated for payment from your checking account that does not have sufficient collected funds. Typically, we will charge our normal fee whether we approve an overdraft item or return it unpaid.

Our NSF/ODP fees will be included in and count against your assigned ODP Limit. Whether your overdrafts will be paid or not is at our sole discretion and we reserve the right not to pay. For example, we typically do not pay overdrafts if the account is not in good standing; described above.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts including our fees that you owe us shall be due and payable immediately. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees.

Optional Overdraft Protection Services: We offer additional overdraft protection services that you may apply for. These include our Commercial Line-of-Credit Overdraft Protection for Businesses and Automatic Transfer Overdraft Protection (from another account of yours with us) for businesses. If you apply and (if required) are qualified for these optional services, you may save money on the total fees you pay us for overdraft protection services.

Ineligible Accounts and Limitations: Available only for eligible checking accounts that are maintained in good standing as defined above. Savings Accounts, Money Market Accounts, Public Fund/Charitable Organization Accounts, Certain Trust 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 the ODP program to one account per taxpayer identification number.

Eligible Account Types: The account types that are eligible for the ODP program are: Small Business Checking (52), and Business Checking (55)

Transactions That May Cause Or Create Overdrafts Using Your ODP Limit: NSF transactions initiated for payment against your checking account(s) may be paid by us using your assigned ODP limit, including our fees. Our NSF/OD fee may be imposed for paying, or not paying, overdrafts you create by: Checks; In-person (teller) withdrawals and transfers; or other electronic means.

You May Always Opt-Out: You may choose at any time not to participate in the ODP program by notifying one of our Service Representatives who will explain what this ("Opt Out") means, and the potential consequences, for you.

If You Need Help: Of course, 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 Representatives at (609) 263-4102.

***ALWAYS A DISCRETIONARY SERVICE:** Our Overdraft Privilege Service does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of or by us. This service represents a purely discretionary courtesy or privilege that we may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice, reason or cause.

Terms and Conditions effective April 1, 2008

**Overdraft Privilege Program
Opt-Out Form**

[] I do not wish to have any of my accounts enrolled in the Business Overdraft Protection Program.

[] I have multiple accounts. Please exclude the following accounts:

Account # _____

Account # _____

Account # _____

Account # _____

Signature Date

Signature Date

Please send this form
Completed and signed to:

**1st Bank of Sea Isle City
4301 Landis Avenue
Sea Isle City, NJ 08243**

