



### **Discretionary Overdraft Courtesy Disclosure**

Welcome to the Tompkins Trust Company (“Bank”) Discretionary Overdraft Courtesy Program (“Overdraft Courtesy”).

This Discretionary Overdraft Courtesy Program Disclosure outlines our understanding of the Overdraft Courtesy. The Deposit Account Agreement and Disclosure provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and The Bank with regard to your checking account. In the event of a conflict between this Disclosure and the Deposit Account Agreement and Disclosure, the Deposit Account Agreement and Disclosure controls. Copies of the Deposit Account Agreement and Disclosure are available to you on request from your bank officer.

Overdraft Courtesy is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your Overdraft Courtesy and the amount of the overdraft fee. The Bank is not required to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by the Bank of an overdraft check (or item, such as an ATM withdrawal) does not obligate the bank to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

Pursuant to The Bank’s commitment to always provide you with the best level of service, now and in the future, if your account has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least:

- A) Maintaining a positive balance in your account within every thirty (30) day period for a minimum period of 24 hours;
- B) Not being in default on any loan or other obligation to The Bank; and
- C) Not being subject to any judgment, legal or administrative order or levy; or
- D) Having no pending bankruptcy or insolvency proceeding;

The Bank has discretion to pay overdrafts within the Overdraft Courtesy limit, but such payment is discretionary. Such payment is not a right of the customer, nor is it an obligation of the Bank. The Bank in its sole and absolute discretion can cease paying overdrafts at any time without notice or cause; and the Bank may revoke Overdraft Courtesy for excessive or abusive usage of the service without notice or cause.

This courtesy for consumer (non-commercial) checking accounts will generally be limited to a maximum \$700 overdraft (negative) balance. The courtesy for commercial accounts will generally be limited to a maximum \$1,000 overdraft (negative) balance. Any and all fees and charges, including without limitation the overdraft fees (as set forth in our fee schedules and deposit account agreement and disclosure), will be included in the maximum amount. Therefore, it is possible that your account will become overdrawn in excess of the Overdraft Courtesy amount as a result of the assessment of a fee. Note: a consumer or commercial checking account will have a maximum amount of \$100 during the first thirty (30) days and/or if the account is not in good standing.

The total of the discretionary Overdraft Courtesy (negative) balance, which includes any and all fees and charges, including all overdraft fees is due and payable upon demand, and depositor and each authorized signatory will continue to be liable, jointly and severally, for all such amounts, and as described in the Deposit Account Agreement and Disclosure. Our standard Overdraft fee of \$38 per item will be imposed for overdrafts created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means. The standard Overdraft fee is subject to change. Multiple overdraft fees may be charged in one day. Transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred.

For our consumer (non-commercial) customers The Bank will not pay overdrafts for ATM or everyday debit card transactions unless The Bank has provided you with the notice required by section 205.17(b) of Regulation E and you have opted in to the payment of such overdrafts. The Bank will place a hold on your account for any ATM or everyday debit card transaction authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules.

Both consumer and commercial customers may opt out of the Overdraft Courtesy services at any time by contacting one of our Account Services Representatives.

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