

Notification of Changes in Terms to your Deposit Agreement related to new Overdraft Practices and Fee Changes Effective July 21, 2017

Please review this notification for important information about changes we are making to our overdraft practices and fees and related changes to the Deposit Agreement which governs the account(s) you maintain with us.

Change in Overdraft Practices and Fees

Please note that we have made several important changes to our Overdraft Practices as follows:

- We will not charge you a NSF or Individual Overdraft Fee for any item in the amount of \$5 or less which is presented for payment and that we pay despite your account not having sufficient funds to pay the item. This change in our overdraft practices applies to consumer accounts only.
- We will charge you a Sustained Overdraft Fee if you allow your account to remain overdrawn for nine consecutive calendar days, subject to certain conditions, including exceptions explained in greater detail below in the Change In Terms Relating to Non-Sufficient Funds and Overdrafts. This change in our overdraft practices applies to both consumer and business accounts.
- Finally, we will no longer offer you an opt-out to us paying checks and other items presented against insufficient funds and charging you an overdraft fee. Therefore, regardless of whether you previously opted out, on and after the effective date of these changes, if a check or other item is presented against insufficient funds, we may pay the check or other item rather than returning it unpaid, create an overdraft and charge you an overdraft fee. This change does not affect an election to opt-in or revoke a previous opt-in to our authorization and payment of ATM and one-time debit card transactions against insufficient funds, the creation of an overdraft and assessment of an overdraft fee.

Refer to the Change In Terms Relating to Non-Sufficient Funds and Overdrafts below which explains our NSF and Overdraft practices in greater detail.

Change in Terms to the Deposit Agreement

You should retain this Change in Terms notice along with your Deposit Agreement for your records. Once effective, this Change in Terms becomes part of your Deposit Agreement and all other terms and conditions within your Deposit Agreement apply except as supplemented, revised or replaced by this Change in Terms.

Please Note that continuing to maintain and use your account beyond the effective date of this Change in Terms constitutes your acceptance of the Deposit Agreement with this Change in Terms.

If you have any questions, visit your local branch or call our customer service professionals at 1-800-448-8812.

Change In Terms Relating To Non-Sufficient Funds And Overdrafts

The section titled Non-Sufficient Funds and Overdrafts beginning on page 24 will be replaced entirely by the following provisions:

Non-Sufficient Funds and Overdrafts

Individual Non-Sufficient Funds and Overdrafts - We may determine the available balance in your account for the purpose of deciding whether to (i) return a check or other item for insufficient available funds or (ii) authorize an ATM or one-time debit card transaction when your account does not contain sufficient available funds (any and all of which may be referred to as an “NSF item”) at any time between the time we receive the NSF item for payment and when we return it or send a notice in lieu of return (“NSF Returned Item”) or receive the NSF item for authorization and we decline it. We need only make one determination, but if we choose to make a subsequent determination, the available account balance at the subsequent time will determine whether there are sufficient available funds. Alternatively, at our discretion, we may honor the item rather than returning it unpaid and create an overdraft (i.e., negative balance in your account). Whether we pay, permit, return, decline or reject an NSF item depends upon a number

of factors, including the amount of the item and the past activity in your account. If we overdraw your account, you agree to repay us immediately, without notice or demand from us. Furthermore, if we elect to pay your account in the overdraft on any one or more occasions, it shall not be considered a waiver of our rights to refuse to do so at any other time, nor shall it be an agreement by us to pay other NSF items in the overdraft. We will exercise our discretion to pay an NSF item instead of returning it unpaid, create an overdraft, and assess a fee (“overdraft fee”), subject to special provisions relating to ATM and one-time debit card transactions (which are also referred to as “everyday” debit card transactions) discussed below.

As a general rule, we will not (i) authorize and pay items such as ATM transactions and one-time debit card transactions if your account does not have sufficient available funds to cover such transactions, (ii) create an overdraft, and (iii) charge you an overdraft fee, unless you tell us to do so, that is, **you must opt-in to our authorization and payment of such NSF items, the creation of an overdraft and assessment of an overdraft fee (an “opt-in”)**. You may opt-in or revoke a previous opt-in of our authorization and payment of ATM or one-time debit card transactions by calling us at 1-800-448-8812 or visit your local branch. You may change your election at any time. For joint accounts, an instruction to opt-in or revoke a previous opt-in by one joint account holder will be treated as such an instruction by all joint holders of such account. If you do not opt-in to our payment of NSF items such as ATM transactions and one-time debit card transactions and if you do not have adequate coverage under an overdraft protection service, then we may decline the charge and you will not be able to complete this ATM transaction or one-time debit card transaction such as a point of sale, online or telephone purchase or payment. That said, if we authorize an ATM or one-time debit card transaction for payment against sufficient available funds in your account and later it is presented to us for payment and the available funds in your account are not sufficient to cover the item, we may pay the item and create an overdraft, but, if we do so, we will not charge you an overdraft fee if you have not opted-in. “Overdraft protection service(s)” refers to specific services that we offer to pay or permit NSF items, for which you qualify and in

which you must enroll, as more fully discussed later in this section. Moreover, we are not required to send you prior notice on items returned for insufficient available funds. An insufficient available balance may result from, but not limited to, any of the following: (1) the payment of items; (2) payments and transfers authorized by you, including those made by written or verbal instruction to us or to others, and by ATM Card, debit card, telephone, computer or other electronic means; (3) items deposited by you that are returned to us unpaid; (4) claims against your account; (5) the imposition of service fees; or (6) our exercise of the right of set off.

Sustained Overdrafts – For each time that your account remains overdrawn for at least nine (9) consecutive calendar days, you agree to pay one Sustained Overdraft Fee. This fee is separate from and may be charged in addition to NSF Returned Item and Overdraft Fees which are charged on no more than 5 NSF items each day (“Daily Limit”). We will not charge this fee if you pay us the total amount of the overdrawn balance on the ninth (9th) calendar day or the next banking day, if the 9th calendar day falls on a weekend or federal holiday that is not a banking day. We will also not charge this fee if:

- Your account is overdrawn by \$5.00 or less on the day on which we would otherwise charge it (for consumer accounts only), or
- You have not opted-in to the payment of ATM and everyday debit card (point of sale) transactions and the amount overdrawn only includes amounts from ATM and point of sale transactions presented and paid against insufficient available funds (for consumer accounts only), or
- The amount overdrawn only includes bank fees and/or service charges (for both consumer and business accounts).

Please note that we count as the first of the nine consecutive calendar days, the day on which we post the items that create the overdraft in your account, regardless of whether we have provided you with notice of the overdraft(s). We post items to your account as part of our nightly processing of all items we receive during a banking day.

NSF, Overdraft and Sustained Overdraft Fees - Any time your account (including any coverage under an overdraft protection service) does not contain sufficient available funds to pay items presented to us for payment, we will charge a fee to your account for each NSF item presented, even if we do not pay those items. You agree that since the balance reflected on your bank statement is the “ledger balance” and not the available balance, you may incur an NSF or overdraft fee even though the statement indicates that the ledger balance was sufficient to pay the item on the day the item was presented. For each NSF item presented to us for payment, you agree to pay either the non-sufficient funds (NSF) charge or fee for each NSF Returned Item or the overdraft charge or fee for each NSF item paid and not returned, subject to special provisions relating to ATM and one-time debit card transactions, plus the sustained overdraft fee, if applicable, as specified in the schedule of fees in the [Deposit Account Information - Truth-in-Savings Disclosure](#) or [Business Account Service Fee Information Disclosure](#), whichever applies to your account, and further agree that such fee or fees may be charged to your account without prior notice. You agree to immediately deposit sufficient funds to cover any overdraft and unpaid overdraft or sustained overdraft fees. You also agree that we may collect overdrafts and the related charges from subsequent deposits, including direct deposits of social security or other government benefits. You also agree to reimburse us for any costs we incur in collecting an overdraft from you including, without limitation, reasonable attorney fees and the costs of litigation, to the extent permitted by law.

Avoiding NSF's and Overdrafts - You can avoid NSF, overdraft and sustained overdraft fees and the possibility of unauthorized items and returned checks or other items by ensuring that your account contains a sufficient available balance for all your transactions. Banking services that may assist you to avoid NSF fees, overdraft fees, sustained overdraft fees and unauthorized or returned items include direct deposit, and online banking, including online alerts. Please also inquire about our overdraft protection services as described below. The fees that apply to our overdraft protection services may be less expensive than NSF, overdraft and sustained overdraft charges. Please note that some of the types of checking accounts that we offer have an overdraft protection option available, subject to our

approval. In order to have overdraft protection for your account, you must apply, be approved and sign all the documents required to establish such protection. The agreement or other documents providing for overdraft protection will set forth the amount of overdraft protection available and the terms and conditions under which it will be provided. You agree that our failure to pay any check or item that would create an overdraft in the absence of an approved overdraft protection arrangement is not wrongful dishonor of any check or item we refuse to authorize or pay. You also agree that even if your account has been approved for an overdraft protection arrangement, items may be returned or your account may still become overdrawn if sufficient funds are not available to pay all the presented checks or items because: (1) paying a check or item will exceed the available balance in the deposit account that provides overdraft protection or will exceed the credit limit on the credit account that provides overdraft protection; (2) the deposit account that provides overdraft protection is overdrawn or the credit limit on the credit account that provides overdraft protection has been exceeded; (3) the credit limit on the credit account that provides overdraft protection is reduced, suspended or terminated for any reason; (4) access to the credit account that provides overdraft protection is denied because the credit agreement is in default, including the fact that the required payments on that account are past due; or (5) the deposit account or credit account that provides overdraft protection is subsequently closed. **Please note that on any Banking Day, if some of the NSF items are covered by an overdraft protection arrangement and some are not, you may be charged (1) an account overdraft protection fee, if applicable, plus (2) one or more NSF or overdraft fees or both such fees.** The staff at any of our branches will be happy to provide additional information about our optional overdraft protection services.



Whitney Bank uses these trade names:
Hancock, Hancock Bank and Whitney.
Member FDIC