

## ABOUT OVERDRAFTS AND MANAGING YOUR ACCOUNT

An overdraft occurs any time a check, automated clearing house (ACH), automated teller machine (ATM), debit card, bank fee (including any overdraft-related fee) or any other transaction (collectively, a "Transaction") is presented for payment against an account and the available balance of the account is insufficient to pay the Transaction. When an overdraft occurs, subject to the special rules for consumer accounts described below, Cadence Bank ("Bank") may, at our discretion, refuse the Transaction, or alternatively, the Bank may choose to pay the Transaction, in which case a negative account balance will result.

### Overdraft Payment Service

The Bank's Overdraft Payment Service is a service whereby the Bank determines whether or not to pay a Transaction in overdraft. This determination is strictly discretionary with the Bank. The Bank's Overdraft Payment Service is not a contract or agreement with the customer. The Bank is not required to pay any Transaction in overdraft, even if the Bank has paid overdrafts many times previously and even if the Bank has permitted an account to remain in an overdrawn status for an extended period. The Bank uses a variety of factors in determining whether to pay a Transaction in overdraft, including, but not necessarily limited to, how long the account has been open, how many times and in what amounts the account has been previously overdrawn, how much money is in the account on average, whether the account is or has been subject to garnishment or other legal action, and whether the customer has defaulted on any agreements with the Bank (including loan agreements). The customer may remove the account from the Bank's Overdraft Payment Service, in which case the Bank will refuse to pay most Transactions drawn against insufficient funds. A customer's directive to us not to pay Transactions in Overdraft applies only to Transactions made after the Bank processes the directive and does not guarantee that an account cannot be overdrawn. For example, certain Transactions such as preauthorized electronic debits and Bank fees may continue to be paid from the account and may cause the account to be overdrawn.

### Overdraft-related Fees

Certain fees apply to the customer's Overdraft Payment Service and to accounts which otherwise become overdrawn. If the Bank decides to pay a Transaction in overdraft, the customer will be charged a \$36 Overdraft Item fee for each such Transaction. For a listing of current Overdraft-related Fees and Limits, see Account Information Statement (if account opened online), or Account Disclosure and Common Features, Limits and Fees (if account opened in-branch). If the Bank decides not to pay a Transaction into overdraft, the item will be returned unpaid and no Overdraft-related fee charged. Overdraft Item fees are collectively referred to in this document as "Overdraft-related Fees."

### Payment Order of Transactions

Deposits and credits to the account will be processed first, subject to the provisions of the DEPOSITS section in the Terms and Conditions of Your Account. Any holds on those deposits, credits, or Account balances are then applied. After deposits and credits are credited to the Account and all holds applied, the transactions being presented are grouped in the following categories and then will generally be processed in the following order:

1. Wire transfers, ATM withdrawals, cashed checks and transactions initiated by the Bank (other than Bank fees), from lowest amount to highest amount;
2. Debit card transactions, from lowest amount to highest amount;
3. Checks, ACH transactions, and other withdrawals from lowest amount to highest amount; and then
4. Bank fees, from lowest amount to highest amount.

If more than one transaction is presented for payment against the account on the same day and the available balance of the account is insufficient to pay them all, the Bank may pay any of them in any order the Bank chooses, even if the order the Bank chooses results in greater fees than if the Bank had chosen to pay them in some other order or had chosen not to pay them. The Bank's payment of any item or order in overdraft does not create any obligation for the Bank to pay any other item or order in overdraft in the future, and the customer agrees that no course of dealing regarding the payment of transactions in overdraft will be created between the Bank and the customer. In the event the account is overdrawn, the Bank reserves the right to change the categories and the processing order set forth above without notification to the customer. The Bank may also choose to first pay Transactions which are payable to the Bank or the Bank's affiliates.

## Available Balance

Available balance is the most current record we have about the funds that are available for use or withdrawal. It includes all deposits and withdrawals that have been posted to the account, then adjusts for any holds on recent deposits and any pending Transactions that are known to us. This balance may not reflect all of the Transactions, such as checks the customer has written, ACH Transactions the Bank has not received, or debit card Transactions that have been approved but not yet submitted for payment by a merchant. For more information on how the Bank calculates available balance, please refer to the Terms and Conditions of Your Account.

## Special Rules for Consumer Accounts

If the account is a consumer account, federal regulations prohibit us from charging Overdraft Item fees on ATM Transactions and one-time debit card Transactions unless an owner of the account has authorized us in advance to consider the approval and payment of those types of transactions when there is insufficient available balance in the account to do so. If approved, an Overdraft Item Fee may be assessed upon subsequent payment of a Transaction into the account if it results in the account being overdrawn when the Transaction is paid. Authorization to charge Overdraft Item fees on the account which result from ATM Transactions and one-time debit card Transactions must be given separately by an owner of the account. Authorization may be given by calling us during regular business hours at 1-888-797-7711. If such authorization is given, an owner of the account may change his or her mind at any time by calling us at the same number and telling us that he or she no longer wants the Bank to consider approval of ATM and one-time debit card transactions against an insufficient available balance and the possible assessment of an Overdraft Item fee for their subsequent payment into the account if it results in the account being overdrawn when the transaction is paid.

Please be aware, even if you have not asked us to consider doing so, circumstances can arise within payment networks where we are required to pay ATM and one-time debit card transactions that overdraw your account.

## Avoiding Overdraft-related Fees and Managing Your Account

The best way to avoid Overdraft-related Fees is to manage the account so that it does not overdraw. It is recommended and ultimately the customer's responsibility to proactively manage their account: to keep a detailed record of all deposits, withdrawals and fees made to an account; to routinely and timely reconcile their account balance and activity to the periodic account statement that the bank makes available to them; and to also review for and report any suspicious or irregular activity. Please refer to the Terms and Conditions of Your Account for more information on your duty to timely report errors or unauthorized activity on your account. As a reminder, balances we provide via online banking, mobile banking, text or email alerts, or telephone do not include checks or drafts that a customer has authorized but have not cleared the account.

## Online Banking, Mobile Banking and InfoLine (Telephone) Access

To assist in the overall management of an account, in the timely monitoring of balances and in reviewing for irregular or suspicious activity, the Bank provides the following access to customers for an account:

### Online and Mobile Banking

Enroll at [CadenceBank.com](https://www.CadenceBank.com).

### INFOLINE - 1-888-797-7711

The Bank's automated information line can be accessed 24/7.

### Customer Service - 1-888-797-7711

Our Customer Services Representatives are available during business hours.

## Avoiding Overdraft-related Fees through one of the Overdraft Protection products offered by the Bank

Credit Card Overdraft Protection works by charging the customer's Bank credit card for cash advances in the total amount of Transactions drawn against insufficient funds, with resulting deposits of the cash advance amounts into the customer's checking account to cover such Transactions, up to the available cash advance limit of the credit card. Credit Card Overdraft Protection transactions are subject to all of the rules and interest charge provisions applicable to cash advances under the Cardholder Agreement.

The customer may also avoid Overdraft-related Fees by establishing a Bank Credit Line, which is a line of credit. This form of Overdraft Protection works by charging the customer's Credit Line in the amounts of Transactions drawn against insufficient funds, with resulting deposits of these amounts into the account to cover such Transactions, up to the available credit limit of the Credit Line. An Overdraft Credit Line fee and interest charges will be charged to the Credit Line in accordance with the terms of the Credit Line agreement.

The customer may also avoid Overdraft-related Fees by linking an account to another checking or savings account they have with the Bank. This form of Overdraft Protection works by debiting from the other account the amounts of Transactions drawn against insufficient funds, with resulting deposits of these amounts into the account to cover such Transactions, up to the available balance of the other account.

It is still possible for an account to become overdrawn and to incur Overdraft-related Fees even if the customer uses an Overdraft Protection product, such as when the credit card or Credit Line reaches its applicable limit or the available balance of the linked checking or savings account is depleted and the customer continues to make Transactions on their account.