

## **CONSUMER OVERDRAFT PROTECTION ACCOUNT DISCLOSURE AND AGREEMENT**

### **The Following is Important Information Concerning Your Overdraft Protection Account (your "Account"):**

Your Account, issued by Altabank, Division of Glacier Bank ("the Bank"), is a means by which you may borrow funds up to your approved credit limit which limit will be set forth in a letter to be mailed to you. You may borrow funds from your Account as described in this Agreement. You agree to the terms of this Consumer Overdraft Protection Account Disclosure and Agreement by, and it becomes effective upon, the first advance you authorize under your Account. You authorize advances under your Account either automatically by drawing on the checking account that is associated with your Account in an amount that is greater than the available balance in that checking account, or by expressly requesting an advance from your Account. All advances are subject to your approved credit limit and current balance in your Account. THESE TERMS MAY BE AMENDED OR SUPPLEMENTED BY SEPARATE NOTICES TO YOU, INCLUDING ANY NOTICES YOU HAVE PREVIOUSLY RECEIVED FROM THE BANK.

### **Balance Computation Method**

We figure the interest charge on your Account by applying the periodic rate to the "daily balance" of your Account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your Account each day, add any new advances, and subtract any payments or credits. This gives us the daily balance. Currently, the daily periodic rate for your Account is 0.049% (18.00% APR).

### **Minimum Monthly Payment**

The required minimum monthly payment is 5.00% of the balance on the statement date or \$25.00, whichever is greater, except that the required minimum monthly payment will never be more than the amount necessary to pay your Account in full, including interest and fees (if any). The required minimum monthly payments will automatically transfer from the corresponding checking account on the due dates unless there are not sufficient available funds in the account on the due date. To eliminate or reduce further finance charges, you may at any time before the due date pay, without penalty, all or any part of your Account balance. A payment may be made towards your Account using an Account payment form, available at any of our branches, by using our online banking system, or by calling us at **801-642-3456**.

### **Finance Charge, Fees, and Grace Period**

A finance charge of 18.00% Annual Percentage Rate ("APR") will be imposed on the balance in your Account. Such finance charge is charged from the date of the advance. No grace period is given for accrual of interest on advances from your Account. A late payment fee of 5% of the outstanding balance or \$15.00 whichever is greater, with a maximum fee of \$30.00 per month will be assessed if a monthly payment is not received by 10 days after the due date. A returned payment fee of up to \$30.00 will be assessed for any payment to your Account that is returned unpaid to the Bank.

### **Security Interest and Cross Collateralization**

To secure repayment and performance of any indebtedness and/or obligations owing on your Account, you have granted to the Bank a security interest in all of your deposit accounts at the Bank. If you have executed, or in the future execute one or more written agreements granting a lien or security interest in any real property or personal property, to secure any other obligations you have with us, such agreements are hereby amended to provide that such liens and/or security interests also secure your indebtedness and obligations owing on your Account. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under your Account even if we have or later acquire a security interest in the household goods or a mortgage on the dwelling. If you have executed a written agreement granting a lien or security interest in any real property, personal property, deposit accounts, or other funds held by us to secure your obligations under your Account, such real property, personal property, accounts, and/or funds are additional security for your obligations to us arising from the use of your Account.

### **Default**

If your Account is canceled or surrender is demanded by us, or if you default in any payment under your Account or under any other agreement due either to us or to any other party, or if you become deceased, bankrupt, or insolvent, or cease to qualify in any way for your Account, or if any attachment or garnishment proceedings are initiated against you or your property, we may terminate your Account and/or declare all amounts then owed to us to be immediately due and payable without notice or demand of any kind.

### **Crediting of Payments**

All Overdraft Protection Account payments must be accompanied by your Account number or payment coupon provided. Overdraft Protection Account payments must be sent to the Bank at , P.O. Box 307, American Fork, UT 84003. Payments may also be made in person to Bank personnel at any of our branch locations or via internet. Payments must be received by 5:00 p.m. Mountain Time Monday through Friday, except holidays, to be credited as of that date. All other payments received will be credited as of the next business day or as otherwise permitted by law.

### **Liability for Unauthorized Use**

If you notice the loss or theft of your debit card or a possible unauthorized use of your card, you should write to us immediately at: **Loan Operations Department, P.O. Box 307 American Fork, UT 84003**, or call us at **801-642-3456**. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

### ***Your Billing Rights: Keep This Document For Future Use***

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### ***What To Do If You Find A Mistake On Your Statement***

If you think there is an error on your statement, write to us at: **Loan Operations Department, P.O. Box 307, American Fork, UT 84003**.

In your letter, give us the following information:

- *Account information:* Your name and your Account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

***What Will Happen After We Receive Your Letter***

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit. After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.