

# Overdraft Services Agreement



Checking Account: \_\_\_\_\_

Banking Center Name: \_\_\_\_\_

By signing below, you agree and acknowledge: (i) that you are the owner of a checking account at First Horizon Bank (“Bank”), or authorized representative of a legal entity with a business checking account at Bank, and you desire to receive overdraft services (“Services”) marked below subject to the fees and other terms and conditions as described, all of which constitute the Overdraft Services Agreement (“Agreement”) between yourself or legal entity and First Horizon; (ii) that you have received a copy of and agree to be bound by the provisions of this Agreement, as well as the provisions of the Bank Depositor Agreement and Fee Schedule, copies of which have also been provided to you, including any revisions or amendments to this Agreement; and (iii) that you understand and agree to follow any implementation guidelines or procedures to receive the Services. If you decide to change any of the Services later, you agree to execute a new Agreement.

If marked below, you agree to receive the following Services and understand for those you have selected, they will be activated in the order listed:

\_\_\_\_\_ Deposit to Deposit Overdraft Protection Transfer

First Account \_\_\_\_\_  
Second Account \_\_\_\_\_  
Third Account \_\_\_\_\_  
Fourth Account \_\_\_\_\_

\_\_\_\_\_ Home Equity Line of Credit (HELOC) or Line of Credit Overdraft Protection Transfer

First Account \_\_\_\_\_  
Second Account \_\_\_\_\_  
Third Account \_\_\_\_\_  
Fourth Account \_\_\_\_\_

\_\_\_\_\_ Credit Card Overdraft Protection Transfer

First Account \_\_\_\_\_  
Second Account \_\_\_\_\_  
Third Account \_\_\_\_\_  
Fourth Account \_\_\_\_\_

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Printed Name of Entity

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Section I. General Provisions

- A. **Combining Overdraft Services.** You agree that you will only receive the Services marked on the first page of this Agreement. If the balance in your checking account is insufficient to pay items drawn against the account, then the Services you have chosen will be activated as listed on Page 1: Deposit to Deposit Overdraft Protection Transfer, Home Equity Line of Credit/Line of Credit as Overdraft, and Credit Card Advance. If you have any of these services Deposit-to-Deposit Overdraft Protection Transfer is utilized first, then your HELOC or Line(s) of Credit is utilized second. When those services are exhausted, then Credit Card Advance will be utilized. For each selected Service, coverage is based on the order of accounts as indicated on page 1.
- B. **Notice to You.** Any notice to you from Bank will be deemed properly given if mailed to the address reflected on Bank's records. A notice mailed to any party on a joint account will constitute notice to all parties.
- C. **Applicable Law.** The laws of the United States and the State of Tennessee will govern this Agreement and all transactions made in connection with it.
- D. **Your Right to Terminate.** You may terminate any or all the Services at any time by notifying Bank in writing. Notice from either party to a joint account will be considered as notice from both parties.
- E. **Amendments to the Agreement.** The terms and conditions in this Agreement may be amended by Bank at any time upon such notice, if any, as may be required by applicable law.
- F. **Governing documents.** Your checking account at Bank is governed by the Bank Depositor Agreement as most recently amended and your credit card or HELOC at First Horizon is governed by the Credit Card or Home Equity Line of Credit Agreement as most recently amended. This Agreement additionally describes the conditions under which you authorize transfers from your credit card or HELOC account to your checking account for the specific purpose of checking account overdraft protection. It does not supersede or modify the provisions of the Bank Depositor Agreement, Credit Card, or Home Equity Line of Credit Agreement.
- G. **Minimum Transfer Amount.** There is no minimum transfer amount.
- H. **Savings and money market transaction limitations apply.** Savings and Money Market accounts have limits established by federal law that restrict the number and type of transactions that can post during the monthly cycle to six (6) automatic or pre-authorized transactions per month. Deposit to Deposit Overdraft Protection Transfers is considered in the monthly transaction limitations. We may convert your savings account to a checking account if you exceed this limitation.
- I. **Entire Agreement.** This Agreement and all Sections herein constitute the entire agreement of the parties. Any finding of invalidity to any portion of this Agreement will not render other portions invalid.

## Section II. Transfer Provisions

	<b>Deposit to Deposit Overdraft Protection Transfer Service</b>	<b>Line of Credit/HELOC And Credit Card Advance</b>
<b>Description</b>	When the balance in your Checking Account is insufficient to pay debits and any fees, the Bank will honor those items by transferring funds, up to the available balance in your linked Checking, Savings or Money Market Accounts, to your Checking Account.	A HELOC/Line of Credit or Credit Card can be attached to your checking account to cover overdrafts. This service requires you to complete an application. The amount is based on your credit worthiness. Subject to approval, including credit approval.  Bank is authorized to make deposits to your checking account, funded by an advance from your HELOC/Line of Credit account or Credit Card. The advance will equal the amount by which the checking account balance is overdrawn at the end of the day.
<b>Fees</b>	N/A	Transfers made under this Agreement will be reflected on your HELOC, Line of Credit or Credit Card statement as a cash advance and cash advance finance charges will apply.
<b>Benefits</b>	Funds automatically transfer from a linked account to primary checking (up to the available balance in your linked accounts) to cover an overdraft.	Coverage for overdrafts up to your credit limit. Ability to pay back over time
<b>Repayment of Funds</b>	N/A	Repayment of funds as required by the HELOC/Line of Credit or Credit Card agreement.
<b>If transactions exceed available balance</b>	Bank is under no obligation to honor any Debit Items exceeding the available balance in linked accounts. Return check/overdraft charges may be imposed, based on the applicable current fee schedule for deposits accounts. Bank may, dishonor any debit Items drawn against your Account where there is an insufficient amount of funds.	