



**Courtesy Overdraft  
Privilege Business  
Account Disclosure**

In this Courtesy Overdraft Privilege Disclosure (“Disclosure”), “SouthState,” “Bank,” “we,” “our” and “us” refer to SouthState Bank, N.A. “Depositor,” “you” and “your” refer to each SouthState checking account owner.

It is important for you to use your checking account responsibly. However, we realize that inadvertent overdrafts happen from time to time, and we have overdraft services available to help in those situations. Eligible checking accounts are automatically enrolled in our Courtesy Overdraft Privilege service. This Disclosure will inform you of our Courtesy Overdraft Privilege service as well as available overdraft protection options. Courtesy Overdraft Privilege (“COP”) service is not a line of credit, or a right, or an obligation guaranteed to you. This service has no annual fee and no credit approval is required. This is a discretionary service that can be changed or withdrawn by the Bank at any time, without notice.

Unless you choose to decline this service, we may, at our sole discretion, pay transactions that will overdraw your account when your account meets certain criteria. The criteria may include, but is not limited to, any or all of the following and is subject to change without notice:

- The age of your account;
- The deposit behavior in your account and any related accounts;
- The overdraft behavior of your account and any related accounts;
- The status of any loan or other obligation to us; or
- The status of any legal or administrative order or levy.

**Transactions Eligible for Courtesy Overdraft Privilege** – At our discretion we may pay transactions for items, including checks, ACH debits, represented items, in-person withdrawals, debit card transactions and certain other electronic transactions, when your account does not have sufficient funds available.

**Service Charges** – You will be assessed a \$36.00 Overdraft Paid Item Fee each time an item is presented or represented against non-sufficient funds (NSF) in your account that we pay. You will be assessed a \$36.00 NSF Returned Item Fee each time an item is presented or represented against insufficient funds in your account that we return unpaid. There is no maximum number of Overdraft Paid Item Fees or NSF Returned Item Fees.

**Posting Order of Items** – To assist you in handling your account, we are providing you with information regarding how items are posted to your account each processing day. Posting an item affects your “current balance.” The current balance is the beginning-of-the-day balance after the prior business day’s posting.

When we process multiple transactions for your account on the same day, we may group the different types of transactions into categories. At the end of each business day, our system currently posts all

\*See current Account Fee Schedule for fees.

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transactions within a category to your account by using the order below (Category 1 will post before Category 2, Category 2 will post before Category 3, etc.). Transaction types within a category generally post from lowest to highest dollar amount. We may change the priority or order in which items are processed at any time without notice to you. Each category includes, but is not limited to, the following transaction types:

- **Category 1:** All deposits and credits.
- **Category 2:** Miscellaneous debits, Outgoing wire transfers and deposit corrections
- **Category 3:** ATM withdrawals and transfers, debit card purchases and Associated Card fees (ISA and Surcharge Fees)
- **Category 4:** In-branch withdrawals using our counter forms.
- **Category 5:** ACH debits
- **Category 6:** Telephone Banking and Online or Mobile Banking transfers, Phone transfers done through Customer Care Center,
- **Category 7:** Checks negotiated at our branches
- **Category 8:** All remaining checks, by check number, lowest to highest, as funds are available. If there is not a check number or it is unreadable, then the item will post first
- **Category 9:** All remaining account fees including NSF Returned Item and Overdraft Paid Item fees
- **Category 10:** All recurring or scheduled transfers set up in the Branch or with our Customer Care Center (not online or mobile)

The order in which transactions are received and processed can affect the number of Overdraft Paid Item Fees and NSF Returned Item Fees you may incur. You can find more information about the posting order in your Account Agreement.

**Conflict of Terms** – The terms and conditions of the agreements and disclosures for each of your deposit accounts, including but not limited to the Account Agreement, continue to apply notwithstanding anything contrary in this Disclosure. In the event of conflict between this Disclosure and any other agreement governing your deposit account, this Disclosure will control as to COP and the matters herein.

**No Waiver** – No delay, failure or discontinuance of the Bank in exercising any right, power or remedy under this Disclosure shall affect or operate as a waiver of such right, power or remedy.

**Decline Courtesy Overdraft Privilege Service** – You may never need to take advantage of our COP service, but you may find it useful in the event of an inadvertent overdraft. If you do not wish to have COP service, you may decline by contacting Customer Care at (800) 277-2175, by sending a Secure Message via Online/Digital Banking, or by visiting any of our branch locations. By declining, we may return unpaid all eligible items presented against insufficient funds and charge an NSF Returned Item fee(s).

## **Overdraft Protection Options**

### **Overdraft Sweep**

Overdraft Sweep allows you to link your checking account with one of your other SouthState accounts. If you overdraw your checking account, we will transfer or “sweep” funds from your linked savings account, money market account, or other checking account, to cover the overdraft. The Bank will transfer funds from your linked account to pay the overdraft amount, up to the amount of funds in the linked account.

### **Business Sweep Account**

A Business Sweep Account or sweep arrangement is one where you agree to have collected and available funds in excess of a specific amount (Target Balance) transferred from a non-interest bearing account (the checking account) to an interest bearing account. These accounts will also automatically transfer money back to the checking account from the interest bearing account in the event that the checking account balance falls below the Target Balance. In the event of insufficient funds in the checking account, the Sweep Account will be accessed to cover up to the existing balance in the interest bearing account before your COP service is used.

### **Account Alerts**

If you are an Online/Digital Banking customer, you may have access to the Alerts feature that allows you to easily monitor your account(s). Low balance alerts and account balance alerts help you manage your money more closely and avoid overdrawing your account. Based on your preference, you'll be notified via text, email or within Online/Digital Banking about activity in your account and reminders for your checking and savings accounts. You can set your alert options within Online or Mobile Banking.

