WELCOME TO THE NATION’S TOP-PERFORMING BANK.

IS NOW TRANSITION GUIDE

Community & Southern Bank IS NOW Bank of the Ozarks

You have a friend here.

TRANSITION GUIDE
WE’RE HERE FOR YOU!
CUSTOMER CARE CENTER

We’re passionate about customer service, and our goal is to ensure you have an exceptional experience each time you need us. Our knowledgeable, friendly and experienced team is waiting to assist you. They have the answers to your questions, and you can call them toll free.

To reach the Customer Care Center, dial 800-901-8075.

Hours

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday–Thursday</td>
<td>8 a.m. to 5 p.m. (ET)</td>
</tr>
<tr>
<td>Friday</td>
<td>8 a.m. to 6 p.m. (ET)</td>
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<tr>
<td>Saturday</td>
<td>8 a.m. to 12 p.m. (ET)</td>
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LET US KNOW HOW WE CAN HELP.

BY PHONE
800-901-8075

BY EMAIL
customercarecenter@mycsbonline.com

IN PERSON
At your local bank’s office
Dear Client:

Welcome to Bank of the Ozarks! I’m pleased to announce that as of August 29, 2016, Community & Southern Bank will be fully merged with Bank of the Ozarks. I would like to express my appreciation for your past and continued business and also be the first to welcome you.

With Bank of the Ozarks, you will continue to enjoy the same excellent quality of friendly banking with local decisions by the experienced team of bankers that you have come to know and trust. Being a client of Bank of the Ozarks means having access to over 250 banking offices across nine states, including 74 locations in Georgia and 44 in Florida. Bank of the Ozarks has a 113-year history as a respected and trusted community bank with a reputation for unsurpassed customer service and financial strength. It has a 5-Star ‘Superior’ rating from Bauer Financial, Inc., its highest rating. Bank of the Ozarks has also been named the top-performing bank in the United States based on financial performance the past six years by three leading national financial publications: the ABA Banking Journal in 2011 and 2012, Bank Director in 2013, 2014, 2015 and 2016; and SNL Financial in 2015 and 2016.

These honors are a testament to our financial strength and excellent leadership. For you, it means that your accounts have never been more secure, and you can expect the resources and commitment to give you the best in financial technology, banking facilities and bankers to guide you every step of the way.

The standard FDIC deposit insurance coverage amount is $250,000 per depositor, per FDIC-insured bank, per ownership category. Your checking, savings and money market deposits at Community & Southern Bank will continue to be separately insured by the FDIC from your deposits at Bank of the Ozarks until January 21, 2017. This ‘grace period’ gives you the opportunity to evaluate your accounts and determine if you need to make changes to them so that your accounts are fully covered by FDIC insurance. If you have a Certificate of Deposit (CD) at Community & Southern Bank, your CD will continue to be separately insured from your CD at Bank of the Ozarks until the earliest maturity date after the end of the aforementioned ‘grace period.’ CDs that mature during the ‘grace period’ and are renewed for the same term and in the same dollar amount will continue to be separately insured until the first maturity date after the ‘grace period.’ If your CD matures during the ‘grace period’ and is renewed on any other basis, it will be separately insured only until the end of the ‘grace period.’

You will still see Community & Southern Bank signage and other Community & Southern Bank materials at our locations and around town. We plan to update this signage and other materials over the course of the next few weeks.

Please visit bankozarks.com/WelcomeCSB to learn more about Bank of the Ozarks and our unique heritage and banking culture. You will also find helpful information and a list of answers to questions you may have about this transition.

Your continuing relationship with Bank of the Ozarks is incredibly important, and I look forward to working with you in the future. Please call 800-901-8075 if you have any questions.

Sincerely,

DAVID EDWARDS
GEORGIA STATE PRESIDENT
BANK OF THE OZARKS
WE'RE HONORED TO BE NAMED THE NATION’S #1 BANK* SIX YEARS IN A ROW!

ABILITY TO SERVE EVEN THE LARGEST BUSINESSES IN GEORGIA AND FLORIDA WITH THE ABILITY TO LEND OVER $100 MILLION TO A SINGLE BORROWER

BANK OF THE OZARKS – PUTTING OUR CUSTOMERS AND OUR COMMUNITY FIRST SINCE 1903


ACCESS TO OVER 250 LOCATIONS IN NINE STATES
BANK OF THE OZARKS RECEIVED BAUER FINANCIAL’S HIGHEST RATING

SAME PASSIONATE BANKERS WORKING WITH CUSTOMERS IN EVERY MARKET

BANK OF THE OZARKS ADDS A WIDE CONSUMER LENDING PRODUCT SELECTION, INCLUDING HOME LOANS, PERSONAL LOANS, AUTO LOANS AND HOME EQUITY LOANS

BANK OF THE OZARKS RECEIVED BAUER FINANCIAL’S HIGHEST RATING

Company Highlights

- Rated as “well capitalized” – the highest available regulatory rating
- Publicly traded company on the NASDAQ Global Select Market, symbol OZRK
- Headquartered in Little Rock, Arkansas
- Chartered in March 1903, a 113-year heritage
- Offices: Over 250 in nine states
- Asset size: $12.28 billion†

†As of June 30, 2016
DATES AND ACCOUNT INFORMATION YOU SHOULD KNOW

On August 29, your online banking services will move to bankozarks.com. Before then, please review the information below for reminders about important service transition dates.

ONLINE BANKING

Personal accounts will be in view-only mode on August 25 at 4:00 p.m. ET. Business accounts will be in view-only mode on August 26 at 4:00 p.m. ET.

ONLINE BILL PAY

Personal service deactivates on August 24 at 4:00 p.m. ET. Business service will be in view-only mode on August 25 at 5:30 p.m. ET and will deactivate on August 26 at 5:30 p.m. ET. Scheduled bill payments before these dates and times will be paid and all existing payee information will transfer to the new system.

ONLINE BANKING

Full service will return at approximately 8:00 a.m. ET on August 29, at which point mycsbonline.com will redirect to bankozarks.com. Please see page 6 for the initial Online Banking Login Guide.

ONLINE BILL PAY

Log in to Online Banking and confirm that your Online Bill Pay information has transferred after August 29. Contact us if you notice any inconsistencies.

eSTATEMENTS

eStatements will be available all weekend; however, new enrollments will not be accepted until August 29.

eSTATEMENTS

Please verify that your eStatement history has transferred by accepting our new Terms and Conditions and enrolling any additional accounts after August 29.

VISA® DEBIT CARD

Current ATM/Debit Card holders:

Your new VISA Debit Card will arrive around August 24. Do not destroy your CSB Debit Card before August 29, at which point it will expire.

VISA® DEBIT CARD

Activate your new VISA Debit Card today and begin using it on August 29. Remember to update any auto payments associated with your Debit Card.

YOUR ACCOUNT AND CHECKS

While your account number will not change, you will have a new bank routing and transit number: 082907273. Notify outside check vendors of the new routing and transit number. If you order checks through Bank of the Ozarks, we will take care of this automatically. You can still use your remaining Community & Southern Bank checks.

DIRECT DEPOSIT/DRAFT

Your current direct deposit(s) and draft(s) will transfer. Review your account to confirm that they occur as usual. For your security, your direct deposit or draft originator may ask you to provide written confirmation of your account relationship with Bank of the Ozarks.

Alert us in the event that you find an inconsistency.

ATM AUGUST 29, 2016

Transactions made at any non-Bank of the Ozarks ATM will incur the fee indicated during transaction, plus $1.
ONLINE & MOBILE BANKING
Your Community & Southern Bank Mobile Banking did not transfer. To begin using Mobile Banking with Bank of the Ozarks, simply sign into Online Banking, enroll in Mobile Banking, and download the mobile app.

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**ONLINE BANKING STEP-BY-STEP LOG-IN GUIDE**

1. **LOG IN TO**
   bankozarks.com and enter your existing access ID in all lowercase

2. **PASSWORD**
   You will enter a temporary password. Personal users enter the last 4 of your SSN#. Business users enter ozarks and the last 4 of your TIN. (Example: ozarks8938)
   You will be prompted to create a permanent password during your first online banking session.

3. **PASSWORD SECURITY**
   8-17 alphanumeric characters, case sensitive

4. **SECURITY**
   Answer challenge questions and click submit

5. **ACCEPT TERMS & CONDITIONS**

6. **ENROLL IN MOBILE BANKING**
   (optional)

7. **ENROLL FOR eSTATEMENTS**
   (optional)

8. **ALL DONE**

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By following these simple steps, you can set your account up with Bank of the Ozarks’ easy-to-use Online Banking system.

After logging in for the first time, you’ll have free, secure access to all your banking information anywhere, anytime on all your devices.
POPMONEY†
Looking for a fast, easy and safe way to pay your pals? How about your roommate or housekeeper? Look no further than Popmoney. With Popmoney you can send, request or receive money from another person, all through our Mobile Banking smartphone apps or your Bank of the Ozarks Online Bill Pay account. Now you can easily:

• Split the rent with your roommate
• Send money to kids in college
• Pay the babysitter or lawn service
• Send or receive money to split the lunch tab with friends

MOBILE CHECK DEPOSIT†
Mobile Check Deposit, part of our Mobile Banking app, lets you deposit checks anytime, anywhere to any Bank of the Ozarks account using your smartphone or tablet.** Simply snap photos of the front and back of the endorsed check, and you’ve just turned your smartphone into a drive-thru.

**Your iPhone or iPad needs to run iOS 5.0.1 or higher, or if you have an Android device, it needs to run Android OS 2.2 or higher with a camera that supports auto-focus.
†Account eligibility requirements apply.
The trademarks Android™, iPhone® and iPad® are owned respectively by Google, Inc. and Apple, Inc. Bank of the Ozarks is not affiliated with or endorsed, sponsored or otherwise authorized by either of these companies.
MEET YOUR MOBILE WALLET

Providing you with the latest banking technology is important to us. That’s why all Bank of the Ozarks customers can now make secure transactions with Apply Pay™, Android Pay® and Samsung Pay.

EASY. FAST. SECURE.
1. Download the Pay app that works with your device
2. Add your eligible card to the app
3. Pay by simply holding your device near the reader
4. Manage transactions with real-time notifications

Your card number is never stored on your device or seen by merchants when you pay. Rather, the payment technology assigns a unique number for each purchase, so your payments stay private and protected.

eSTATEMENTS

eStatements are more secure and convenient than paper statements and also a great way to help the environment. If you are not currently receiving eStatements, but would like to, simply enroll in Online Banking on August 29, 2016.
IMPORTANT INFORMATION ABOUT CHANGES IN PERSONAL ACCOUNTS

Please note that your former account at Community & Southern Bank will transition to a new account at Bank of the Ozarks on August 29, 2016. Certain features and benefits of your former account will not transfer to your new account at Bank of the Ozarks. Please see the chart below for certain details of your new account. You can also find more account details on pages 14, 15 and 17. We will be happy to assist with any account or banking service change you desire.

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<thead>
<tr>
<th>FORMER CSB ACCOUNT</th>
<th>NEW OZARK ACCOUNT</th>
<th>MONTHLY SERVICE CHARGE</th>
<th>BALANCE TO AVOID CHARGE</th>
<th>INTEREST BEARING</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECURE CHOICE CHECKING</td>
<td>BONUS CHECKING</td>
<td>$5^†</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>INVESTMENT CHECKING</td>
<td>MY CHOICE CHECKING</td>
<td>$0^†</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>FREE SIMPLE CHECKING</td>
<td>FREE CHECKING</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>PREMIUM DIRECT CHECKING</td>
<td>MY CHOICE CHECKING</td>
<td>$0^†</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>PRIME TIME CHECKING</td>
<td>MY CHOICE ATM CHECKING</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>SIMPLY CHECKING&lt;††</td>
<td>REGULAR PERSONAL CHECKING</td>
<td>$6.25^ if balance falls below minimum</td>
<td>$500**</td>
<td>No</td>
</tr>
<tr>
<td>MYBENEFITS&lt;† CHECKING</td>
<td>MY WAY CHECKING</td>
<td>$7***</td>
<td>$0</td>
<td>Yes</td>
</tr>
<tr>
<td>KASASA TUNES CHECKING&lt;† OR KASASA CHECKING LINKED SAVINGS&lt;‡ OR KASASA CASH CHECKING&lt;‡</td>
<td>MY CHOICE TIERED INTEREST CHECKING&lt;‡</td>
<td>$0</td>
<td>$0</td>
<td>Yes</td>
</tr>
<tr>
<td>STUDENT CHECKING</td>
<td>FREE CHECKING</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>NORTH ESSENTIAL CHECKING</td>
<td>REGULAR PERSONAL CHECKING</td>
<td>$6.25^ if balance falls below minimum</td>
<td>$500</td>
<td>No</td>
</tr>
<tr>
<td>NORTH ESSENTIAL FLAT CHECKING</td>
<td>FREE CHECKING</td>
<td>$0^†</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>CUENTA GRATIS EL BAN</td>
<td>FREE CHECKING</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>CHEQUERA EL BANCO</td>
<td>REGULAR PERSONAL CHECKING</td>
<td>$6.25^ if balance falls below minimum</td>
<td>$500&gt;</td>
<td>No</td>
</tr>
</tbody>
</table>

^ This is a lower monthly service charge.
† This is a lower minimum balance requirement.
‡ This is a higher monthly service charge.
§ This is a higher minimum balance requirement.
*** Limited to six preauthorized withdrawals per month. A $10 fee will be assessed each month that the transaction limits are exceeded. This is a higher fee.
** Your account will compound monthly. This is a change from daily.
*** Your account will be compounded and credited on a quarterly basis. This is a change from daily compounding and monthly crediting.
• Your account will compound and credited on a quarterly basis. This is a change from daily compounding and quarterly crediting.
•• Your account will be compounded and credited on a quarterly basis. This is a change from daily compounding and quarterly crediting.
••• Your account will be compounded and credited on a quarterly basis. This is a change from daily compounding and quarterly crediting.

♫ Your last service charge reduction reward will occur on August 17, 2016.
♫ If you qualified for the iTunes reward, your last $10 credit will occur on August 17, 2016. The last Kasasa qualification cycle for earning higher interest on your balance ends on August 17, 2016. Your account will earn interest at the rate of 0.05% and have an annual percentage yield of 0.05% for the time period between August 17, 2016, and August 29, 2016. The last interest transfer from Kasasa Checking to Saving will occur on August 18, 2016.
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<thead>
<tr>
<th>FORMER CSB ACCOUNT</th>
<th>NEW OZARK ACCOUNT</th>
<th>MONTHLY SERVICE CHARGE</th>
<th>BALANCE TO AVOID CHARGE</th>
<th>INTEREST BEARING</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADVANTAGE CHECKING</td>
<td>MAX YIELD CHECKING*</td>
<td>$12* if balance falls below minimum</td>
<td>$1,000</td>
<td>Yes</td>
</tr>
<tr>
<td>EMPLOYEE CHECKING</td>
<td>MY CHOICE INTEREST CHECKING*</td>
<td>$0</td>
<td>$0</td>
<td>Yes</td>
</tr>
<tr>
<td>PRIVATE ONE CHECKING</td>
<td>MAX YIELD CHECKING*</td>
<td>$12* if balance falls below minimum</td>
<td>$1,000**</td>
<td>Yes</td>
</tr>
<tr>
<td>PREMIUM PLUS CHECKING</td>
<td>INTEREST BONUS CHECKING††</td>
<td>$8* if balance falls below minimum</td>
<td>$800**</td>
<td>Yes</td>
</tr>
<tr>
<td>PREFERRED CHECKING</td>
<td>MAX YIELD CHECKING*</td>
<td>$12 if balance falls below minimum</td>
<td>$1,000&gt;</td>
<td>Yes</td>
</tr>
<tr>
<td>REWARDS CHECKING</td>
<td>MY CHOICE INTEREST CHECKING*</td>
<td>$0</td>
<td>$0</td>
<td>Yes</td>
</tr>
<tr>
<td>NORTH ADVANTAGE CHECKING</td>
<td>INTEREST INDIVIDUAL CHECKING*</td>
<td>$8 if balance falls below minimum</td>
<td>$800**</td>
<td>Yes</td>
</tr>
<tr>
<td>NORTH PERMANENT OR INVESTMENT CHECKING</td>
<td>MAX YIELD CHECKING*</td>
<td>$12* if balance falls below minimum</td>
<td>$1,000&gt;</td>
<td>Yes</td>
</tr>
<tr>
<td>CUENTA PRODUCTIVA EB</td>
<td>MAX YIELD CHECKING*</td>
<td>$12* if balance falls below minimum</td>
<td>$1,000&gt;</td>
<td>Yes</td>
</tr>
<tr>
<td>PRIME TIME CHECKING</td>
<td>HERITAGE INTEREST CHECKING (MUST BE 50 YEARS OR OLDER)!</td>
<td>$8* if balance falls below minimum</td>
<td>$800**</td>
<td>Yes</td>
</tr>
<tr>
<td>KASASA SAVER SAVINGS</td>
<td>PERSONAL SAVINGS****†</td>
<td>$3* if balance falls below minimum</td>
<td>$100**</td>
<td>Yes</td>
</tr>
<tr>
<td>STATEMENT SAVINGS</td>
<td>PERSONAL SAVINGS****</td>
<td>$3* if balance falls below minimum</td>
<td>$100&gt;</td>
<td>Yes</td>
</tr>
<tr>
<td>LEARN TO EARN SAVINGS</td>
<td>FIRST SAVINGS (FOR MINORS 17 YEARS OR YOUNGER)***&lt;</td>
<td>$0</td>
<td>$0</td>
<td>Yes</td>
</tr>
<tr>
<td>MAXIMUM SAVINGS</td>
<td>PERSONAL SAVINGS****</td>
<td>$3* if balance falls below minimum</td>
<td>$100&gt;</td>
<td>Yes</td>
</tr>
</tbody>
</table>

†Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (i.e., checks). This is a change from the first business day after the initial deposit. †† If your account is closed before interest is credited, you will not receive the accrued interest. This is a change from receiving interest prior to crediting at account closure. †††Monthly service charge reduces by $0.25 for each debit card swipe up to 28 swipes. †‡‡First Savings will convert to Personal Savings at the end of the quarter in which the account holder turns 18.
IMPORTANT INFORMATION ABOUT CHANGES IN PERSONAL ACCOUNTS (CONTINUED)

<table>
<thead>
<tr>
<th>FORMER CSB ACCOUNT</th>
<th>NEW OZARK ACCOUNT</th>
<th>MONTHLY SERVICE CHARGE</th>
<th>BALANCE TO AVOID CHARGE</th>
<th>INTEREST BEARING</th>
</tr>
</thead>
<tbody>
<tr>
<td>AHORROS EL BANCO</td>
<td>PERSONAL SAVINGS***</td>
<td>$3 if balance falls below minimum</td>
<td>$100&gt;</td>
<td>Yes</td>
</tr>
<tr>
<td>TANDA QUINCEANERA</td>
<td>PERSONAL SAVINGS***</td>
<td>$3 if balance falls below minimum</td>
<td>$100**</td>
<td>Yes</td>
</tr>
<tr>
<td>EMPLOYEE SAVINGS</td>
<td>PERSONAL SAVINGS***</td>
<td>$3 if balance falls below minimum</td>
<td>$100**</td>
<td>Yes</td>
</tr>
<tr>
<td>MONEY MARKET INDIVIDUAL OR INVESTMENT MONEY MARKET</td>
<td>MONEY MARKET PLUS INDIVIDUAL***</td>
<td>$10 if balance falls below minimum</td>
<td>$1,000&gt;</td>
<td>Yes</td>
</tr>
<tr>
<td>MONEY MARKET PROMOTIONAL</td>
<td>INVESTORS CHOICE MONEY MARKET***</td>
<td>$10 if balance falls below minimum</td>
<td>$10,000**</td>
<td>Yes</td>
</tr>
<tr>
<td>MONEY MARKET CONSUMER EXCLUSIVE</td>
<td>MONEY MARKET PLUS INDIVIDUAL***</td>
<td>$10 if balance falls below minimum</td>
<td>$1,000&gt;</td>
<td>Yes</td>
</tr>
<tr>
<td>TRIAD MONEY MARKET</td>
<td>MONEY MARKET GOLD INDIVIDUAL***</td>
<td>$10 if balance falls below minimum</td>
<td>$10,000&gt;</td>
<td>Yes</td>
</tr>
<tr>
<td>PREMIUM MONEY MARKET INDIVIDUAL</td>
<td>MONEY MARKET GOLD INDIVIDUAL***</td>
<td>$10 if balance falls below minimum</td>
<td>$10,000&gt;</td>
<td>Yes</td>
</tr>
<tr>
<td>PRIVATE ONE MONEY MARKET</td>
<td>INVESTORS CHOICE MONEY MARKET***</td>
<td>$10 if balance falls below minimum</td>
<td>$10,000**</td>
<td>Yes</td>
</tr>
<tr>
<td>CHOICE MONEY MARKET OR CHOICE PLUS MONEY MARKET</td>
<td>MONEY MARKET GOLD INDIVIDUAL***</td>
<td>$10 if balance falls below minimum</td>
<td>$10,000&gt;</td>
<td>Yes</td>
</tr>
<tr>
<td>FALL IS CONSUMER MONEY MARKET, MONEY MARKET HARVEST 14, INDEPENDENCE MONEY MARKET</td>
<td>MONEY MARKET GOLD INDIVIDUAL***</td>
<td>$10 if balance falls below minimum</td>
<td>$10,000</td>
<td>Yes</td>
</tr>
<tr>
<td>SPECIAL MONEY MARKET INDIVIDUAL</td>
<td>MONEY MARKET GOLD INDIVIDUAL***</td>
<td>$10 if balance falls below minimum</td>
<td>$10,000**</td>
<td>Yes</td>
</tr>
<tr>
<td>MONEY MARKET PROMOTIONAL</td>
<td>MONEY MARKET PLUS INDIVIDUAL***</td>
<td>$10 if balance falls below minimum</td>
<td>$1,000</td>
<td>Yes</td>
</tr>
<tr>
<td>MONEY MARKET ELITE</td>
<td>MONEY MARKET GOLD INDIVIDUAL***</td>
<td>$10 if balance falls below minimum</td>
<td>$10,000&gt;</td>
<td>Yes</td>
</tr>
</tbody>
</table>

^ This is a lower monthly service charge.
* This is a higher monthly service charge.
** This is a higher minimum balance requirement.
> This is a lower minimum balance requirement.
*** Limited to six preauthorized withdrawals per month. A $10 fee will be assessed each month that the transaction limits are exceeded. This is a higher fee.
• Your account will compound monthly. This is a change from daily.
••• Your account will be compounded and credited on a quarterly basis. This is a change from daily compounding and quarterly crediting.
VISA® DEBIT CARDS

Every Bank of the Ozarks checking account comes with a free* VISA Debit Card that works at ATMs everywhere. Plus, VISA's Zero Liability Policy** offers maximum protection for you. If your card is ever lost or stolen, you'll pay nothing for unauthorized purchases. You can enroll your new Debit Card in Bounce Proof Plus. (Learn more on page 16).

- Instantly issued at your banking office should you need a replacement card*
- Transaction detail is on your monthly bank statement
- Chip-enabled technology for greater protection

MY CUSTOM DEBIT CARD

Add a personal touch to your Bank of the Ozarks Debit Card. Choose from one of ours, or you can upload your own photo. Ordering is fast and easy. Once you have your new card, visit bankozarks.com/mycustomdebitcard to get started. Please note: If you order a Custom Debit Card, it will replace* the card you receive on or around August 24, 2016.

EMV TECHNOLOGY

Your new VISA Debit Card comes with the latest EMV technology because your financial security and freedom are important to us.

The embedded chip adds a new layer of protection during transactions at a chip-enabled terminal. Each time you insert your card and follow the prompts on the screen, the chip will quickly generate a one-time code within the machine to complete your transaction. This unique code makes it virtually impossible for a criminal to create counterfeit cards or commit fraud with your account information. Your chip card will, however, still work at locations that only accept magnetic strip cards as well as for online and phone transactions.

1. Insert Card
2. Follow Prompts
3. Remove Card

Watch for your new Debit Card.

Your new, free* Bank of the Ozarks VISA Debit Card or ATM card will arrive in the mail on or around August 24 with instructions for activation. For your protection, it will be mailed in a plain white envelope and must be activated before you can use it. You’ll set up your PIN when you activate your Debit Card, or you can set it up and change it at any Bank of the Ozarks ATM. Do not destroy your CSB Debit Card before August 29.

* Fee for My Custom Debit Card and replacement Debit Card is $5.
** U.S.-issued cards only. VISA’s Zero Liability Policy does not apply to commercial card or ATM transactions, or to PIN transactions not processed by VISA. See your Cardholder Agreement for more details.
PERSONAL CHECKING ACCOUNTS TO MEET YOUR NEEDS

No two financial situations are alike. That’s why we offer a variety of checking options. Every account can be set up for direct deposit and comes with a free VISA® Debit Card*, free Online and Mobile Banking††, and free Online Bill Pay** to simplify how you manage your money. We listen to your needs, then help you choose the best type of checking account for the way you bank.

Just give us a call We’ll help find the right account for you.

<table>
<thead>
<tr>
<th>ACCOUNT TYPE</th>
<th>FREE CHECKING</th>
<th>INTEREST INDIVIDUAL CHECKING</th>
<th>HERITAGE INTEREST CHECKING</th>
<th>REGULAR PERSONAL CHECKING</th>
<th>MAX YIELD CHECKING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Opening Balance</td>
<td>$100</td>
<td>$800</td>
<td>$800</td>
<td>$500</td>
<td>$1,000</td>
</tr>
<tr>
<td>Monthly Service Charge</td>
<td>$0</td>
<td>$8</td>
<td>$8</td>
<td>$6.25</td>
<td>$12</td>
</tr>
<tr>
<td>Free VISA Debit Card*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free Online Banking</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free Online Bill Pay**</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free Mobile Banking††</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free Statements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free Checks</td>
<td></td>
<td></td>
<td></td>
<td>First order wallet style free</td>
<td></td>
</tr>
<tr>
<td>Earns Interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No-Fee Gift Cards</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No-Fee Cashiers Checks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check Image Statements</td>
<td>Online only</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free Cash Back Rewards</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Notes:</td>
<td></td>
<td></td>
<td></td>
<td>Free money orders ($5 per month)</td>
<td></td>
</tr>
</tbody>
</table>

*Fee for MyCustom Debit Card and replacement card is $5.
**Fee for the first 15 payments each statement cycle. $0.50 for each payment thereafter.
***Insurance product(s) are not insured by the FDIC or any federal government agency, not a deposit or guaranteed by the Bank or any Bank affiliates.
†Monthly service charge reduces by $0.25 for each debit card swipe up to 28 swipes.
††Carrier data rates may apply.
<table>
<thead>
<tr>
<th>Account Type</th>
<th>Value-loaded free account</th>
<th>None</th>
<th>None</th>
<th>$100</th>
<th>None</th>
<th>$100</th>
<th>$100</th>
<th>$5</th>
</tr>
</thead>
<tbody>
<tr>
<td>MY CHOICE ATM CHECKING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MY CHOICE INTEREST CHECKING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MY WAY CHECKING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MY CHOICE CHECKING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BONUS CHECKING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

With direct deposit customer may qualify for:
- FREE ATMs Nationwide (up to four transactions per month)
BOUNCE PROOF SECURITY

Bounce Proof Security is overdraft protection for your personal checking account. If you previously had this service, it will pay transactions up to the overdraft limit you’ve always had.

- Bounce Proof Plus is overdraft protection for everyday Debit Card and ATM transactions.
- If you’ve previously registered for this kind of service, your card transactions are already enrolled. If you have not enrolled in Bounce Proof Plus, it’s easy and does not cost you anything.
- If you overdraw your account by using your VISA® Debit Card/ATM card, the standard fee of $35 per item will apply. Overdrafts must be paid within 30 days.
- This service may be withdrawn at the Bank’s discretion.

ATTENTION:
On August 29, Debit Card transactions that would bring your account into a negative balance will be declined at the point of sale unless you enroll your Debit Card in Bounce Proof Plus.

SAFETY LINK

Your account-to-account transfer service for overdraft protection is now called Safety Link. This service automatically transfers funds from a Savings, Checking or Money Market account to another deposit account in order to avoid being assessed overdraft charges, which are currently $35 per item. The fee for Safety Link is $10 per transfer.\(^\)

\(^\)This is a higher fee.
**SAVINGS AND MONEY MARKET ACCOUNTS**

**Savings made easy**

Consider adding **My Change Keeper** to your checking account. Your Debit Card transaction will round up to the closest dollar amount, and the difference will be automatically deposited into a second Bank of the Ozarks account.

<table>
<thead>
<tr>
<th>ACCOUNT TYPE</th>
<th>PERSONAL SAVINGS</th>
<th>FIRST SAVINGS</th>
<th>MONEY MARKET PLUS INDIVIDUAL</th>
<th>MONEY MARKET GOLD INDIVIDUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>MINIMUM OPENING BALANCE</td>
<td>$100</td>
<td>$5</td>
<td>$1,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>MINIMUM BALANCE</td>
<td>$100</td>
<td>None</td>
<td>$1,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>SERVICE CHARGE</td>
<td>$3 monthly service charge if daily balance falls below minimum on any day</td>
<td>None</td>
<td>$10 monthly service charge if daily balance falls below minimum on any day</td>
<td>$10 monthly service charge if daily balance falls below minimum on any day</td>
</tr>
<tr>
<td>INTEREST</td>
<td>Earns interest on entire collected balance</td>
<td>Earns interest on entire collected balance</td>
<td>Earns interest on entire collected balance</td>
<td>Earns interest on entire collected balance: tiered rate based on account balance</td>
</tr>
<tr>
<td>FREE ATM CARD</td>
<td>ATM</td>
<td>ATM</td>
<td>ATM</td>
<td>ATM</td>
</tr>
<tr>
<td>FREE ONLINE BANKING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FREE ESTATEMENTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STATEMENTS</td>
<td>Itemized quarterly</td>
<td>Itemized quarterly</td>
<td>Check image statement</td>
<td>Check image statement</td>
</tr>
<tr>
<td>FREE BILL PAY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACCOUNT WITHDRAWALS/TRANSFERS*</td>
<td>Six per month Unlimited ATM withdrawals</td>
<td>Six per month Unlimited ATM withdrawals</td>
<td>Six per month Unlimited ATM withdrawals</td>
<td>Six per month Unlimited ATM withdrawals</td>
</tr>
</tbody>
</table>

*The account will be charged $10 each month during which there are more than six over-the-counter withdrawals or transfers from this account to another account or third party made by pre-authorized transfer, automatic transfer, online banking, or telephone transfer. TRANSACTION LIMITATIONS. According to federal law, transfers from this account to another account or to a third party by pre-authorized, automatic, or telephone transfer are limited to six per statement cycle. If the transaction limit is exceeded three times in any 12-month period, the account will be changed to one that does not have transaction limitations.

† First Savings will convert to Personal Savings at the end of the quarter in which the account holder turns 18.
CONSUMER LOANS

We offer a full range of consumer loans to meet your needs, from home improvements to a vacation.

Loan customers, please continue making your loan payments as you normally do. There are no changes to your loan account.
IMPORTANT INFORMATION ABOUT CHANGES IN BUSINESS ACCOUNTS

Please note that your former account at Community & Southern Bank will transition to a new account at Bank of the Ozarks on August 29, 2016. Certain features and benefits of your former account will not transfer to your new account at Bank of the Ozarks. Please see the chart below for certain details of your new account. You can also find more account details on pages 24, 27, 28 and 29. We will be happy to assist with any account or banking service change you desire.

* This is a higher monthly service charge.
** This is a higher minimum balance requirement.
† This is a lower minimum balance requirement. (ADB – Average Daily Balance)
>$0.50 fee per combined item in excess of 250
^$0.50 fee per combined item in excess of 500

FORMER CSB ACCOUNT

<table>
<thead>
<tr>
<th>SIMPLE BUSINESS</th>
<th>FREE SMALL BUSINESS CHECKING&gt;</th>
<th>$0</th>
<th>$0</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLASSIC BUSINESS CHECKING</td>
<td>FREE SMALL BUSINESS CHECKING&gt;</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>ADVANTAGE BUSINESS CHECKING OR NORTH INCOME BUSINESS CHECKING</td>
<td>INTEREST PLUS CHECKING&gt;</td>
<td>$12* if balance falls below minimum</td>
<td>$2,500** ADB</td>
<td>Yes</td>
</tr>
<tr>
<td>NORTHERN BUSINESS CHECKING</td>
<td>INTEREST PLUS CHECKING&gt;</td>
<td>$12* if balance falls below minimum</td>
<td>$2,500 ADB</td>
<td>Yes</td>
</tr>
<tr>
<td>NORTH BASIC BUSINESS CHECKING</td>
<td>FREE SMALL BUSINESS CHECKING&gt;</td>
<td>$0</td>
<td>$0†</td>
<td>No</td>
</tr>
<tr>
<td>EMPRESARIAL GRATIS</td>
<td>FREE SMALL BUSINESS CHECKING&gt;</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>BUSINESS PLUS CHECKING</td>
<td>GROWTH BUSINESS CHECKING&gt;</td>
<td>$20* if balance falls below minimum</td>
<td>$15,000** ADB</td>
<td>No</td>
</tr>
<tr>
<td>CHEQUERA EMPRE PLUS</td>
<td>FREE SMALL BUSINESS CHECKING&gt;</td>
<td>$0</td>
<td>$0†</td>
<td>No</td>
</tr>
<tr>
<td>BUSINESS WITH INTEREST</td>
<td>INTEREST PLUS CHECKING&gt;</td>
<td>$12* if balance falls below minimum</td>
<td>$2,500** ADB</td>
<td>Yes</td>
</tr>
<tr>
<td>BUSINESS CHECKING</td>
<td>FREE SMALL BUSINESS CHECKING&gt;</td>
<td>$0</td>
<td>$0†</td>
<td>No</td>
</tr>
<tr>
<td>COMMUNITY FIRST CHECKING</td>
<td>FREE SMALL BUSINESS CHECKING&gt;</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>COMMERCIAL CHECKING</td>
<td>FREE SMALL BUSINESS CHECKING&gt;</td>
<td>$0</td>
<td>$0†</td>
<td>No</td>
</tr>
</tbody>
</table>
### FORMER CSB ACCOUNT

| ZBA BUSINESS ACCOUNT | BUSINESS SWEEP CHECKING | $0 | $0 | No |
| RETAIL ANALYSIS/ BUSINESS ANALYSIS | BUSINESS ANALYSIS CHECKING** | $10* | $0 | No |
| BUSINESS ANALYSIS WITH INTEREST | BUSINESS ANALYSIS INTEREST CHECKING** | $10* | $0 | Yes |
| BUSINESS SAVINGS | COMMERCIAL SAVINGS | $3 if balance falls below daily minimum | $100† | Yes |
| MONEY MARKET BUSINESS | MONEY MARKET PLUS BUSINESS | $10 if balance falls below minimum | $1,000 | Yes |
| CONTRACT MONEY MARKET | PREMIUM BUSINESS MONEY MARKET | $0 | $0 | Yes |
| BUSINESS MONEY MARKET | MONEY MARKET PLUS BUSINESS | $10 if balance falls below minimum | $1,000 | Yes |
| MONEY MARKET BUSINESS EXCLUSIVE | MONEY MARKET GOLD BUSINESS | $10 if balance falls below minimum | $10,000† | Yes |
| SPECIAL MONEY MARKET BUSINESS | MONEY MARKET GOLD BUSINESS | $10 if balance falls below minimum | $10,000** | Yes |
| BUSINESS ALLIANCE MONEY MARKET (M1 OR M2) | INVESTORS CHOICE MONEY MARKET | $10 if balance falls below minimum | $10,000† | Yes |
| BUSINESS MONEY MARKET PROMOTIONAL | MONEY MARKET PLUS BUSINESS | $10 if balance falls below minimum | $1,000 | Yes |
| CONTRACT BUSINESS INTEREST CHECKING | INTEREST PLUS CHECKING†† | $12* if balance falls below minimum | $2,500** ADB | Yes |
| LAWYER TRUST INTEREST CHECKING | IOLTA | $0 | $0 | Yes |

* This is a higher monthly service charge.
** This is a higher minimum balance requirement.
† This is a lower minimum balance requirement.
†† Combined Items - $0.10 for electronic debit and credits; $0.08 per deposited item; $0.10 for checks and deposits.
### IMPORTANT INFORMATION ABOUT CHANGES IN BUSINESS ACCOUNTS

<table>
<thead>
<tr>
<th>Former CSB Account</th>
<th>New Ozark Account</th>
<th>New Monthly Service Charge</th>
<th>New Balance to Avoid Charge</th>
<th>Interest Bearing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Money Market Elite Business, Commercial Elite Money Market</td>
<td>Money Market Gold Business</td>
<td>$10* if balance falls below minimum</td>
<td>$10,000*</td>
<td>Yes</td>
</tr>
<tr>
<td>Commercial Relationship Money Market</td>
<td>Money Market Business Gold</td>
<td>$10* if balance falls below minimum</td>
<td>$10,000**</td>
<td>Yes</td>
</tr>
<tr>
<td>Public Funds Money Market or Public Funds Money Market Negotiated</td>
<td>Money Market Plus ST &amp; PS</td>
<td>$10* if balance falls below minimum</td>
<td>$1,000**</td>
<td>Yes</td>
</tr>
<tr>
<td>Public Funds Analysis</td>
<td>Business Analysis Checking&quot;**</td>
<td>$10*</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>Public Funds Checking</td>
<td>State &amp; Political Subdivision Checking</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>ZBA Public Funds Checking</td>
<td>Business Sweep Checking</td>
<td>$0</td>
<td>$0</td>
<td>No</td>
</tr>
<tr>
<td>Public Funds Negotiated</td>
<td>Platinum Plus S &amp; P</td>
<td>$10* if balance falls below minimum</td>
<td>$10,000**</td>
<td>Yes</td>
</tr>
<tr>
<td>Public Funds Interest Checking</td>
<td>Public Funds</td>
<td>$8*</td>
<td>$0</td>
<td>Yes</td>
</tr>
<tr>
<td>Public Funds Savings</td>
<td>State &amp; PS Savings</td>
<td>$3* if balance falls below minimum</td>
<td>$100**</td>
<td>Yes</td>
</tr>
</tbody>
</table>
VISA® BUSINESS DEBIT CARDS

Every Bank of the Ozarks business checking account comes with a free†† VISA Business Debit Card that works at ATMs everywhere and is interest free. Your Debit Card is faster than writing checks, and with all your business expenses on one card, it’s easy to spot tax deductions.

- Instantly issued at your banking office should you need a replacement card††
- Transaction detail is on your monthly bank statement
- Chip-enabled technology for greater protection

EMV TECHNOLOGY

Your new VISA Business Debit Card comes with the latest EMV technology because your financial security and freedom are important to us.

The embedded chip adds a new layer of protection during transactions at a chip-enabled terminal. Each time you insert your card and follow the prompts on the screen, the chip will quickly generate a one-time code within the machine to complete your transaction. This unique code makes it virtually impossible for a criminal to create counterfeit cards or commit fraud with your account information.

With over 36.9 million terminals in over 130 countries worldwide, you can use your VISA Business Debit Card with ease when traveling domestically or internationally. Your chip card will, however, still work at locations that only accept magnetic strip cards as well as for online and phone transactions.

BUSINESS CREDIT CARD

We offer a variety of business credit cards.

- Carry one designed for your business, and keep your personal expenses separate
- Free 24/7 online access for managing your account
- Free management reports to help you track and forecast expenses more easily
- Cash flow management with the flexibility to cover the cost of supplies, equipment, travel and more

Watch for your new Debit Card.

Your new, free†† Bank of the Ozarks VISA Business Debit Card or ATM card will arrive in the mail on or around August 24 with instructions for activation. For your protection, it will be mailed in a plain white envelope and must be activated before you can use it. You’ll set up your PIN when you activate your Debit Card, or you can set it up and change it at any Bank of the Ozarks ATM. Do not destroy your CSB Debit Card before August 29.

††Fee for replacement Debit Card is $5
Finding the right business checking account can improve your operations, cash flow and bottom line. That’s why we offer smart solutions and work with you to choose the account that best fits the way you do business. Plus, no early cut-off times for deposits!

**ACCOUNT TYPE**

<table>
<thead>
<tr>
<th>ACCOUNT TYPE</th>
<th>FREE SMALL BUSINESS CHECKING</th>
<th>INTEREST PLUS CHECKING</th>
<th>GROWTH BUSINESS CHECKING</th>
<th>BUSINESS SWEEP CHECKING</th>
<th>BUSINESS ANALYSIS CHECKING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Best for businesses with light transaction volumes or start-ups</td>
<td>Best for sole proprietor or nonprofit organizations qualified to earn interest.</td>
<td>Best for businesses with monthly transaction volume of 250-500 items</td>
<td>This account is designed for relationships that rely heavily on business sweep functionality.</td>
<td>Perfect for businesses with heavy transaction activity and ready for powerful Treasury Management Services.</td>
<td></td>
</tr>
</tbody>
</table>

**MINIMUM OPENING BALANCE**

- $100
- $100
- $100
- $0
- $100

**MINIMUM AVERAGE DAILY BALANCE TO AVOID SERVICE CHARGE**

- $0
- $2,500
- $15,000
- $0
- $0

**FREE COMBINED ITEMS PER STATEMENT CYCLE**

- 250†
- 250†
- 500†
- ☒
- ☒

**MONTHLY SERVICE CHARGE**

- $0
- $12 if balance falls below minimum
- $20 if balance falls below minimum
- $0
- $10††

**FREE VISA BUSINESS DEBIT CARD**

- ✗
- ✓
- ✓
- ✗
- ✓

**FREE ONLINE BANKING**

- ✗
- ✗
- ✗
- ✗
- ✗

**FREE ONLINE BILL PAY**

- ✗
- ✗
- ✗
- ✗
- ✗

**FREE MOBILE BANKING**

- ✗
- ✗
- ✗
- ✗
- ✗

**FREE ESTATEMENTS**

- ✗
- ✗
- ✗
- ✗
- ✗

**CHECK IMAGE STATEMENT**

- ✗
- ✗
- ✗
- ✗
- ✗

**EARS INTEREST**

- ✗
- ✗
- ✗
- ✗
- ✗

**ADDITIONAL NOTES**

- Credit Card Processing (First Data)
- Treasury Management Services
- ReSubmitIT Available
- Treasury Management Services
- Unlimited Bill Pay
- Unlimited Bill Pay
- Earnings Credit based on average monthly balance, less 10% reserves

---

*Single sign-on and eStatements required; otherwise, $5 per month for single sign-on users, $12 for multiple access IDs
**Free for the first 15 payments each calendar month; $0.50 for each payment thereafter
†Per calendar month, then $0.50 per item in excess of amount allowed per calendar month. Combined items include deposits, deposited items, check, electronic items and Online Banking transactions. $0.50 fee applies per item in excess of amount allowed per calendar month.
††Combined items - $0.10 for electronic debit and credits, $0.08 per deposited item, $0.10 for checks and deposits.
Our goal is to put flexibility in your hands. Whether you are a small business or large company, we provide you with the tools to help you manage the day-to-day cash flow and financial operations of your business. Our Treasury Management services help you improve cash flow, increase your productivity and add money to your bottom line.
### PAYABLE SOLUTIONS
Our disbursement services will keep funds working on your behalf for as long as possible, while helping control administrative costs.

- Electronic Payables
- Payroll Services
- Funds Distribution
- Commercial Credit Cards

### RECEIVABLE SOLUTIONS
The faster and more efficiently your receivables are collected, the faster cash is available for investment, operating capital or debt reduction.

- Remote Deposit Capture
- Merchant Card Services
- Lockbox

### FUNDS MANAGEMENT
Cash reserves are essential for the occasional cash shortfall or that unplanned business opportunity too strategic to pass up.

- Zero Balance Accounts
- Investment Sweeps
- Credit Line Sweeps

### BUSINESS MANAGEMENT SYSTEM
Our business management system will allow you to spend less time on operational and administrative aspects of managing your business.

### FRAUD/RISK CONTROL
Minimize check fraud exposure with our Positive Pay service, which verifies your file against checks being presented to us for payment.

- Positive Pay
- Security Token Integration

### INFORMATION REPORTING
Proper information allows you to manage all components of your company’s cash-flow cycle and offers you increased protection against fraudulent check activities.
# SAVINGS AND MONEY MARKET ACCOUNTS FOR BUSINESSES

## COMMERCIAL SAVINGS**
- **Minimum Opening Balance**: $100
- **Minimum Balance**: $100
- **Service Charge**: $3 if balance falls below daily minimum
- **Free ATM Card**: Yes
- **Free Online Banking***: Yes
- **Free Mobile Banking**: Yes
- **Free E-statements**: Yes
- **Statements**: Itemized quarterly statements
- **Ears Interest**: Yes
- **Account Withdrawals/Transfers**: Six per month Unlimited ATM withdrawals

## MONEY MARKET PLUS BUSINESS**
- **Minimum Opening Balance**: $1,000
- **Minimum Balance**: $1,000
- **Service Charge**: $10 if balance falls below daily minimum
- **Free ATM Card**: Yes
- **Free Online Banking***: Yes
- **Free Mobile Banking**: Yes
- **Free E-statements**: Yes
- **Statements**: Check image statement
- **Ears Interest**: Yes
- **Account Withdrawals/Transfers**: Six per month Unlimited ATM withdrawals

## PREMIUM BUSINESS MONEY MARKET
- **Minimum Opening Balance**: $2,500
- **Minimum Balance**: $2,500
- **Service Charge**: $10 if balance falls below daily minimum
- **Free ATM Card**: Yes
- **Free Online Banking***: Yes
- **Free Mobile Banking**: Yes
- **Free E-statements**: Yes
- **Statements**: Check image statement
- **Ears Interest**: Yes
- **Account Withdrawals/Transfers**: Six per month Unlimited ATM withdrawals

---

*Single sign-on and eStatements required or $5 monthly fee is assessed.

** The account will be charged $10 each month during which there are more than six over-the-counter withdrawals or transfers from this account to another account or third party made by pre-authorized transfer, automatic transfer, online banking, or telephone transfer. TRANSACTION LIMITATIONS. According to federal law, transfers from this account to another account or to a third party by pre-authorized, automatic, or telephone transfer are limited to six per statement cycle. If the transaction limit is exceeded three times in any 12-month period, the account will be changed to one that does not have transaction limitations.

†Free for the first 15 payments each calendar month per login; $0.50 for each payment thereafter.

(Continued on next page)
## SAVINGS AND MONEY MARKET ACCOUNTS FOR BUSINESSES (CONTINUED)

<table>
<thead>
<tr>
<th></th>
<th>PLATINUM PLUS S &amp; P</th>
<th>STATE AND PS SAVINGS</th>
<th>PUBLIC FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MINIMUM OPENING BALANCE</strong></td>
<td>$10,000</td>
<td>$100</td>
<td>$0</td>
</tr>
<tr>
<td><strong>MINIMUM BALANCE</strong></td>
<td>$10,000</td>
<td>$100</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SERVICE CHARGE</strong></td>
<td>$10 if balance falls below minimum</td>
<td>$3 if balance falls below minimum</td>
<td>$8</td>
</tr>
<tr>
<td><strong>FREE ATM CARD</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>FREE ONLINE BANKING</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>FREE ONLINE BILL PAY</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>FREE MOBILE BANKING</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>FREE ESTATEMENTS</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>STATEMENTS</strong></td>
<td>Check image statement</td>
<td>Itemized quarterly statement</td>
<td>Check image statement</td>
</tr>
<tr>
<td><strong>EARN INTEREST</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**ACCOUNT WITHDRAWALS/TRANSFERS**
- Six per month
- Unlimited ATM withdrawals

---

*Single sign-on and eStatements required or $5 monthly fee is assessed.*

** The account will be charged $10 each month during which there are more than six over-the-counter withdrawals or transfers from this account to another account or third party made by pre-authorized transfer, automatic transfer, online banking, or telephone transfer. TRANSACTION LIMITATIONS. According to federal law, transfers from this account to another account or to a third party by pre-authorized, automatic, or telephone transfer are limited to six per statement cycle. If the transaction limit is exceeded three times in any 12-month period, the account will be changed to one that does not have transaction limitations.
**MONEY MARKET COLD BUSINESS**

- $10,000
- $10,000
- $10 if balance falls below daily minimum

Check image statement

Six per month
Unlimited ATM withdrawals

**MONEY MARKET PLUS ST & PS**

- $1,000
- $1,000
- $10 if balance falls below daily minimum

Check image statement

Six per month
Unlimited ATM withdrawals
Must have a business account with Bank of the Ozarks and must be enrolled in Business Online Banking. Business Mobile Banking users must be authorized to approve transactions, make deposits and/or transfer funds. These permissions are managed using a computer to access your Business Online user settings.

Customer must have an Internet-enabled Apple® or Android® mobile phone. Message and data rates from your carrier may apply. Apple is a trademark of Apple Inc., registered in the U.S. and other countries. Android is a trademark of Google, Inc. Eligibility requirements apply for Mobile Check Deposit.

**BUSINESS MOBILE BANKING***

**IMAGINE APPROVALS... ON THE GO.**

With Business Mobile Banking, you will be able to make decisions and approve transactions instantly from your smartphone.

**IMAGINE RECEIVING ALERTS... INSTANTLY.**

The Business Mobile Banking app delivers customized push alerts so you’ll know when important transactions are ready for approval.

**IMAGINE DEPOSITING CHECKS... WITHOUT DRIVING TO THE BANK.**

Our app allows you to deposit checks from anywhere using your smartphone’s camera.

**IMAGINE DETECTING FRAUDULENT TRANSACTIONS... FROM ANYWHERE.**

Business Mobile Banking is an essential tool for fraud prevention. From a mobile phone, authorized users can detect and stop fraudulent transactions before they happen. Instantly.

*Must have a business account with Bank of the Ozarks and must be enrolled in Business Online Banking. Business Mobile Banking users must be authorized to approve transactions, make deposits and/or transfer funds. These permissions are managed using a computer to access your Business Online user settings. Customer must have an Internet-enabled Apple® or Android® mobile phone. Message and data rates from your carrier may apply. Apple is a trademark of Apple Inc., registered in the U.S. and other countries. Android is a trademark of Google, Inc. Eligibility requirements apply for Mobile Check Deposit.
IMAGINE DOING ALL THIS... SECURELY.

Business Mobile Banking delivers the same safe authentication process you already use for Business Online Banking.

From remotely depositing checks to approving a wire transfer, Business Mobile Banking puts the power of business banking right at your fingertips. Visit bankozarks.com/businessmobile to see all the details and download our business app from the Apple App Store or Google Play.

SERVICE FEES

<table>
<thead>
<tr>
<th>STOP PAYMENT</th>
<th>$35</th>
</tr>
</thead>
<tbody>
<tr>
<td>RETURNED ITEM (NSF)/OVERDRAFTS</td>
<td>$35</td>
</tr>
<tr>
<td>Overdraft fee assessed for overdrafts caused by check, in-person withdrawals or other electronic means (maximum of six items per day)</td>
<td></td>
</tr>
<tr>
<td>DORMANT ACCOUNT FEES</td>
<td></td>
</tr>
<tr>
<td>Checking</td>
<td>$6*</td>
</tr>
<tr>
<td>Monthly after 12 months and balance is less than $1,000</td>
<td></td>
</tr>
<tr>
<td>Savings</td>
<td></td>
</tr>
<tr>
<td>Quarterly after 24 months and balance is less than $100</td>
<td></td>
</tr>
<tr>
<td>WIRE TRANSFERS:</td>
<td></td>
</tr>
<tr>
<td>Outgoing (non-repetitive)</td>
<td>$15</td>
</tr>
<tr>
<td>Outgoing (repetitive)</td>
<td>$10</td>
</tr>
<tr>
<td>Received</td>
<td>$5</td>
</tr>
<tr>
<td>International</td>
<td>$35</td>
</tr>
<tr>
<td>POPMONEY**</td>
<td></td>
</tr>
<tr>
<td>Payments Sent and/or Requested (in 3 days)</td>
<td>$1 per item</td>
</tr>
<tr>
<td>Payments Sent and/or Requested (next day)</td>
<td>$2 per item</td>
</tr>
<tr>
<td>eGreeting to Accompany payment</td>
<td>$1 per item</td>
</tr>
<tr>
<td>Stop Payment</td>
<td>$20</td>
</tr>
<tr>
<td>ONLINE BANKING FEES:</td>
<td></td>
</tr>
<tr>
<td>Bill Pay (free up to 15)</td>
<td>$.50 each, after 15*</td>
</tr>
<tr>
<td>Bill Pay - Same Day</td>
<td>$9.95*</td>
</tr>
<tr>
<td>Bill Pay - Overnight Check</td>
<td>$14.95*</td>
</tr>
<tr>
<td>SAFETY LINK**</td>
<td>$10</td>
</tr>
<tr>
<td>TELEPHONE TRANSFER FEE</td>
<td>$2*</td>
</tr>
<tr>
<td>CASHIER’S CHECK</td>
<td>$5</td>
</tr>
<tr>
<td>NON U.S. ITEM FEE</td>
<td>$5*</td>
</tr>
<tr>
<td>RETURN OF NON U.S. ITEM FEE</td>
<td>$10*</td>
</tr>
<tr>
<td>EXTRA/REPLACEMENT DEBIT CARD</td>
<td>$5*</td>
</tr>
<tr>
<td>CUSTOM DEBIT CARD FEE**</td>
<td>$5</td>
</tr>
<tr>
<td>FOREIGN ATM TRANSACTION FEE</td>
<td>$1</td>
</tr>
<tr>
<td>RETURN OF DEPOSITED ITEM</td>
<td></td>
</tr>
<tr>
<td>(personal accounts)</td>
<td>$4</td>
</tr>
<tr>
<td>RETURN OF DEPOSITED ITEM</td>
<td></td>
</tr>
<tr>
<td>(business accounts)</td>
<td>$4</td>
</tr>
<tr>
<td>UNDELIVERABLE MAIL FEE (monthly)</td>
<td>$5</td>
</tr>
<tr>
<td>CHECK PRINTING CHARGE</td>
<td>varies</td>
</tr>
<tr>
<td>GARNISHMENT/LEVIES</td>
<td>$75</td>
</tr>
<tr>
<td>ACCOUNT RESEARCH (per hour)</td>
<td>$20</td>
</tr>
<tr>
<td>ACCOUNT RESEARCH (per check)</td>
<td>$1</td>
</tr>
<tr>
<td>ACCOUNT ACTIVITY PRINTOUT</td>
<td>$2</td>
</tr>
<tr>
<td>ACCOUNT BALANCING ASSISTANCE (per hour)</td>
<td>$20</td>
</tr>
<tr>
<td>OVERNIGHT COURIER FEE</td>
<td></td>
</tr>
<tr>
<td>(Collection Exceeding $5,000)</td>
<td>$20</td>
</tr>
</tbody>
</table>

* This is a higher fee
** This is a new service/fee
LETS KNOW HOW WE CAN HELP YOU.

BY PHONE
800-901-8075

BY EMAIL
customercarecenter@mycsbonline.com

IN PERSON
At your local bank’s office
ACCOUNT AGREEMENT

BOUNCE PROOF SECURITY POLICY
It is the policy of Bank of the Ozarks (hereafter known as ‘Bank’) to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Depositor Account Agreement controls the duties, obligations and rights of the Depositor, the Authorized Signers and the Bank with regard to your checking account. The Depositor Account Agreement is incorporated herein for all purposes as if it were set forth verbatim, and its terms shall control any possible conflict between any provision of the Bounce Proof Security Policy and the Depositor Account Agreement.

The Bank is not obligated to pay any item presented for payment if your account does not contain sufficient collected (available) funds, and any discretionary courtesy payment by the Bank of any non-sufficient fund items, electronic or paper, does not obligate it to pay any additional non-sufficient fund item or to provide prior written notice of its decision to refuse to pay any additional non-sufficient fund item.

Pursuant to the Bank’s commitment to always provide excellent customer service, if your account has been open for at least 30 days, the Bank will consider, as a discretionary courtesy and not a right or obligation, approving your reasonable overdrafts when your account is in good standing, which includes at least:

- Making regular deposits consistent with your past practices
- Not being in default on any loan obligation to the Bank
- Not being subject to any legal or administrative order or levy

This courtesy will generally be limited to a maximum of $500 for accounts in good standing. Of course, any and all bank fees and charges, including, without limitation, the non-sufficient fund/overdraft fees of $35 per item (as set forth in our fee schedules and our Truth in Savings Disclosure), will be included in this limit.

The total of the courtesy overdraft (negative) balance, including any and all bank fees and charges, including all insufficient fund/overdraft fees, is due and payable upon demand, and Depositor and each Authorized Signer will continue to be liable for such amounts, as described in the Depositor Account Agreement.

Generally, the Bank will limit this courtesy to only one account per household. At the discretion of the Bank, Bounce Proof Security may be available on more than one account of the business. Bounce Proof Security is not available for the following: nonprofit organizations and minors. This courtesy will be suspended in the case of account holders who file bankruptcy, have garnishments or levies placed on the account, accounts with any suspicious activity, and for account holders who default on loan obligations with the Bank.

There is a daily limit on the overdraft fees charged to Bounce Proof Security customers. Your account will be charged the $35 overdraft fee only for the first six overdraft items each business day. Any overdraft items after the first six on any one business day will not be charged an overdraft fee if your account is overdrawn by $5 or less. An overdraft fee will not be charged.

Approval of reasonable overdrafts by the Bank on accounts in good standing (as described above) is only a courtesy and not a right or obligation, is within the Bank’s sole and absolute discretion, and can cease at any time without prior written notice, reason or cause. Credit agencies may be notified if overdrafts are not paid as agreed.

When two or more items are presented for payment on the same day, the law allows us to pay them in any order. For now, we have elected to pay all debits in the following order: (i) Automated, Internet, voice banking and wire transactions, from smallest amount to largest amount; (ii) ATM/debit card transactions, from the smallest amount to the largest amount; (iii) ACH debit transactions in serial number order if possible, otherwise, from smallest to largest amount; (iv) checks presented in person in serial number order; and (v) other checks in serial number order. We can, in good faith, choose a different order of payment after giving you any legally required notice. The Bank processes transactions on your account at the close of business each weekday. Deposits and credits are posted before withdrawals and debits.

Consumer Financial Information Policy
Bank of the Ozarks has always valued our customers’ privacy. We have been careful to protect your confidential information in many ways over the years, and will continue to do so using state-of-the-art measures. We never lose sight of the fact that our customers’ trust is our most treasured asset. You can rest easy knowing that our focus is the protection of your privacy in your dealings with us. If you ever have any questions about the confidentiality of your information in our records, please call us. Thank you for banking with Bank of the Ozarks.

ELECTRONIC FUNDS TRANSFER DISCLOSURE (Applies to personal accounts only)
The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

TYPES OF TRANSFERS, FREQUENCY, AND DOLLAR LIMITATIONS

Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or savings accounts.

Preauthorized payments. You may make arrangements to pay certain recurring bills to be accepted into your checking or savings accounts.

Telephone Transfers. You may access your accounts by telephone at 800-536-0197 using a touch-tone phone, your account numbers, and your security code to:

- Get checking, savings, or loan account information.
- Transfer funds from checking to savings or savings to checking.
- Make payments from checking or savings to loan accounts with us.

ATM Transfers. You may access your accounts by ATM using your ATM or VISA® Debit Card and personal identification number to:

- Get checking, savings, or loan account information.
- Transfer funds from checking to savings or savings to checking.
- Transfer funds from checking to savings or savings to checking.
- Get cash withdrawals from checking accounts of no more than $500 per day.
- Get cash withdrawals from savings accounts of no more than $400 per day.

Point-Of-Sale Transactions. Using your card you may access your checking account to:

- Purchase goods in person, by phone, or by computer.
- Pay for services in person, by phone, or by computer.
- Get cash from a merchant if the merchant permits or from a participating financial institution and do anything that a participating merchant will accept.

You may not exceed more than $5,000 in transactions per day.

Computer Transfers. You may access your accounts by computer by accessing online banking and using your user name and password to:

- Get information on all accounts tied to your Online Banking service.
- Transfer funds from checking to savings or savings to checking.
- Transfer funds from your account to an account you own at another financial institution.
- Make payments from checking or savings to loan accounts with us.
- Make payments from checking to a third party via Bill Pay.
- Transfer funds from your account at another financial institution to your account at Bank of the Ozarks.
Mobile Banking Transfers. You may access your account(s) by web-enabled cell phone by accessing mobile banking and using your user name, password, and PIN to: make deposits to your checking and savings accounts through Mobile Capture.

- Get information on all accounts tied to your Online Banking service.
- Transfer funds from checking to savings or savings to checking.
- Make payments from checking or savings to loan accounts with us.
- Make payments from checking to a third party via Bill Pay.
- Make deposits to your checking and savings accounts through Mobile Capture.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

GENERAL LIMITATIONS
In addition to those limitations on transfers elsewhere described, if any, the following limitations apply: transfers or withdrawals from a savings/money market account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six per monthly statement cycle. If you exceed the transfer limitations set forth above, your account shall be subject to closure. Each statement cycle during which this is exceeded, the account will be charged $10 in addition to other fees and charges. Refer to the Truth in Savings disclosure for additional information.

FEES
See the Schedule of Fees and “What You Need to Know about Overdrafts and Overdraft Fees.”

There is no charge for the first 15 bills paid per month using Online Banking Bill Pay. For each additional bill paid, a $0.50 charge will be assessed. Except as indicated above, we do not charge for Electronic Fund Transfers.

ATM Operator/Network Fees: when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION
Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine, or point-of-sale terminal. You may not get a receipt if the amount of the transfer is $15 or less.

Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

In Addition. You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS
Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here’s how: call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We charge $35.00 for each stop payment.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION’S LIABILITY
Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your account to make the transfer.
- if the transfer would go over the credit limit on your overdraft line.
- if the payment that was being made had not arrived in good time or had been lost or stolen.
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- if circumstances beyond our control (such as fire or flood) prevent the transfer; despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.
CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make: where it is necessary for completing transfers, in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, in order to comply with government agency or court orders, or if you give us written permission as explained in the separate Privacy Disclosure.

AUTHORIZED TRANSFERS

Consumer Liability. Tell us at once if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than $50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than $50 if someone used your card and/or code without your permission.)

If you do not tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as $500.

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Visa® Debit Card Additional Limits on Liability for unauthorized transactions processed on the Visa network. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions outside of the U.S. to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (five business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (five business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

ADDITIONAL INFORMATION

Currency Conversion - Visa. When you use your card with the Visa logo at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. In each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Important Additional Fee Notice. Visa charges an International Service Assessment Fee on all international transactions. Therefore, transactions completed with your Visa card will be subject to an International Service Assessment (ISA) Fee of 1.000% of the transaction amount when there is a currency conversion. If there is no currency conversion (the transaction is completed in the same currency as your country as cardholder), the ISA Fee will be 0.800% of the transaction amount. Transactions conducted in a country outside of the United States of America, Puerto Rico or the U.S. Virgin Islands.

Bank of the Ozarks
E-Banking
P.O. Box 196
Ozark, AR 72949

800-274-4482
7:00 am-6:00 pm CST
Business days are Monday through Friday excluding holidays
GEORGIA - TERMS AND CONDITIONS OF YOUR ACCOUNT

Agreement. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules.

You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Georgia and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we" "our" and "us" mean the financial institution referred to as "you" the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

Liability. You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct any amount you owe us from your account, as often as you authorize us to do so, and you authorize us to charge your account for any amount you owe us, which includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

Deposits. We will give only provisional credit until collection is final for any items. Other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Actual credit for deposits of or payable in foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will transmit and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS.

Generally. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated Checks. A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective, and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and Withdrawal Rules. If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the appropriate withdrawal limitation. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so until we validate the stated transaction limitations (if any). In our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we receive the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Overdrafts. You understand that, at our discretion, honor withdrawal requests that withdraw your account. However, the fact that we may honor withdrawal requests that withdraw the account balance does not obligate us to do so. Later so that you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account. We may close your account or reclassify it as an overdraft or other account under or conditions stated in your notice. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances; such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted in to that service.

We may use subsequent deposits, including direct deposits of Social Security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (transferred) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of Withdrawal. We reserve the right to require not less than seven days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other account created by Regulation D. (If this notice is required to reserve this right, but it is not our general policy to use it) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See our notice of penalty for early withdrawal.

Ownership of Account and Beneficiary Designation. These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account. This is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants in Common). This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.
Joint Account - No Survivorship. (As Tenants in Common) This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any of the other persons. We therefore encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatories" necessary for withdrawal.

Revocable Trust or Pay-on-Death Account. If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Business, Organization and Association Accounts. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

Stop Payments. Unless otherwise provided, the rules in this section cover stop payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop payment order must precisely identify the number, date, amount, and the payee on the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was verbal your stop-payment order will lapse after 48 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item you want to stop payment against may have been paid the price for the check after the stop payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

Telephone Transfers. A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

Amendments and Termination. We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect your account to be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

STATEMENTS.

Your Duty to Report Unauthorized Signatures, Alterations and Forgeries. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care, and if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours.

This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness to discover any errors. Generally, such as an error that you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks (For consumer accounts only). For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM terminal transactions) and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure titled Substitute Checks and Your Rights.

Direct Deposits. If you are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of your liability to the U.S. government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of your liability.

Temporary Account Agreement. If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may not at any time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

Set-Off. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of set-off does not apply to this account if you have paid us in full. For example, the right of set-off does not apply to this account if (a) it is an Individual Retirement Account or similar tax deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in response to the debtor's report. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Check Processing. We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the item. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have not failed to exercise ordinary care solely because we use our automated system to process items and do not inspect all items processed in such a manner. Using an automated process helps us keep costs down for you and all account holders.

Check Cashing. We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can declare what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

Truncation, Substitute Checks, and Other Check Images. If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image. If the payment obligation relating to the original check has already been paid. You also warrant that the substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.
Remotely Created Checks. Like any standard check or draft; a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued. Unlike a typical check or draft, it contains the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner’s name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) if you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check, (2) you will maintain proof of the authorization for at least two years from the date of the authorization and the supply us the proof if we ask; and (3) if a check is returned unpaid, you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

Unlawful Internet Gambling Notice. Restricted transactions as defined in Federal Reserve Regulation CC are prohibited from being processed through this account or relationship. Restricted transactions include, but are not limited to those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

ACH and Wire Transfers. This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify and name a beneficiar y financial institution; an intermediary financial institution or a beneficiary, we and every receiving or beneficiar y financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or other clearing house. If the automated clearing house is unable to make payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

Faxed or Copied Checks. If you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at your time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

Authorized Signer (Individual Accounts only). A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner’s behalf. The owner does not give any authority to act on the checks written with facsimile signatures. You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

Restrictive Legends. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or “restrictive legends” on every check. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “not valid for more than $1,000.00.” For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

Account Transfer. This account may not be transferred or assigned as provided in your prior written consent.

Indorsements. We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give back cash to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement or authorization must be within 1 1/2” of the “trailing edge” of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2” of that edge.

It is important that you con fir the indorsement information to this area since the remaining blank space will be used by others in the processing of your check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

Death or Incompetence. You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. You may continue to honor the checks, items, and instructions until: (a) we know of your death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

Fiduciary Accounts. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. We understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust or do we undertake any obligation to monitor or enforce the terms of the trust or letters.

Credit Verification. You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

Legal Actions Affecting Your Account. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed “legal action” in this section) we will comply with that legal action. In our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. We will not have any liability to you if there are insufficient funds to pay your items because we have withheld funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys fees and internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

Security. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full access to your account. You may use accounts for checks or drafts on a flat fee draft check which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or co-worker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that the transfer by that person is no longer authorized. Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. If between you and us, you may be negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care or if we substantially contributed to the loss).

If you agree that we may offer the services in your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, you agree to use these services, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. We may not act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.
FLORIDA – TERMS AND CONDITIONS OF YOUR ACCOUNT

Agreement. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if the terms of your account are not shown on this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Florida and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement.

We make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

Waiver of Notices. You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

Additional Terms. See Terms and Conditions Addendum.

WITHDRAWALS.

Generally. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated Checks. A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it specifically identifies the number, date, amount and payee of the item.

Checks and Withdrawal Rules. If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us as opposed to the date you initiate it to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we presented with an item drawn against your account that would be a "substitute check" as defined by law but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item to your account or to hold it for a reasonable time. If you instruct us to hold a check, you authorize us to give the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.
Overdrafts. You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit the authority to open any business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization unless as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned.

Multiple-Party Account - Tenancy by the Entireties. The account is owned by two parties who are married to each other and hold the account as tenants by the entirety.

Rights at Death.

Single-Party Account. At the death of a party, all accounts that pass as part of the deceased party’s estate.

Multiple-Party Account With Right of Survivorship. At death of party, deceased party’s ownership passes as part of deceased party’s estate.

Single-Party Account With Pay-on-Death Designation. At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party’s estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation. At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party’s estate.

Business, Organization and Association Accounts. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open any business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of Withdrawal. We reserve the right to withdraw not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

Ownership of Account and Beneficiary Designation. The rules apply to this account depending on the form of ownership and beneficiary designation, as specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Telephone Transfers. A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

Amendments and Termination. We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will mail you a written notice of the change at least 30 days in advance (except for changes in terms for electronic fund transfers, which may be effective as of the date of the change, not later than 30 days after the change.

You understand that you have the authority to review your statement for the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Errors Relating to Electronic Fund Transfers or Substitute Checks

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law. You must make any stop-payment order in the manner required by law. It must be a signed and dated writing, and we must have a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. If you have an equal or greater right to withdraw from this account than the person who signed the item. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop-payment, you agree to indemnify us for those damages or expenses, including attorneys’ fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Your stop-payment order will take effect one business day after the banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g. we paid the item in cash or we certified the item).

Your Duty to Report Unauthorized Signatures, Alterations and Forgeries. You can examine your statement of account with a reasonable promptness. If you discover (or reasonably have should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss. The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks

For consumer accounts only. For information on errors relating to electronic fund transfers (e.g. computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure titled Substitute Checks and Your Rights.

Direct Deposits. If, by law, we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the U.S. government from the account or from any other account you have with us. Without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

Temporary Account Agreement. If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed with regard to that account.

Set-Off. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, 'any due and payable debt' includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.
We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable proof of identity to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

Truncation, Substitute Checks, and Other Check Images. If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no other party is entitled to receive the substitute check, a sub şarkı any or any other electronic or paper image, if the payment obligation relates to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to return the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been limited by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

Remotely Created Checks. Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purporting to be the signature of the account owner). You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless there are insufficient funds in your account; you still owe us the remaining balance.

Unlawful Internet Gambling Notice. Restricted transactions defined in Federal Reserve Regulation GC are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.

ACH and Wire Transfers. This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house collection and settlement rules, if deposited or received by the Federal Reserve. We do not agree to honor any other right to Federal Reserve Bank or payment is otherwise made as provided in Article 4A-405(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount of the return. We reserve the right to continue to process transactions that are not returned to us; we do not have to return to you the amount so credited. If we receive a return payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

Fascimile Signatures. Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders if we do agree to honor items containing facsimile signatures, you accept the risks of using facsimile signatures, at any time, to change for you any checks, drafts, or other orders, for the payment of money that are drawn on us. You give us this authority regardless of whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

Convenience Account Agent. Single-Party Accounts Only. A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on the owner’s behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner’s behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions by the agent. We undertake no obligation to notify the owner to determine that they are on the owner’s behalf. The owner is responsible for any transactions at any time, and the agency is automatically terminated by the death of the owner.

However, we may continue to honor the transactions of the agent until (a) we have received written notice or have actual knowledge of the termination of agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept a convenience account agent.

Restrictive Legends. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than $1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other restrictive legends on your checks.

Account Transfer. This account may not be transferred or assigned without our prior written consent.

Indorsements. We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may cash back to cash back to any one of you. We may supply any missing indorser(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or draft share is processed without delay, we must endorse it on the back in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsation information—i.e., additional indorsements, ID information, driver’s license number, etc.—must fall within 1⅛" of the “trailing edge” of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all indorsement information within 1⅛" of that edge. It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional indorsed information. You agree that you will indemnify, defend and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

Death or Incompetence. You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incapacitated or inactive. We may continue to honor your checks, drafts, and instructions until (a) we know of your death or incapacity, and (b) we had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

Fiduciary Accounts. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust or do we undertake any obligation to monitor or enforce the terms of the trust or letters.

Credit Verification. You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.
Legal Actions Affecting Your Account. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys’ fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

Security. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. unless we acted in bad faith or to the extent our negligence contributed to the loss.

Telephonic Instructions. Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

Claim of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss. Including giving us an affidavit containing whatever reasonable information we require concerning your account the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity or for attorneys’ fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

Early Withdrawal Penalties (and involuntary withdrawals). We may impose early withdrawal penalties on a withdrawal from a time account even if you don’t initiate the withdrawal, for instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our set-off against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

Address or Name Changes. You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by the most recent address you have provided to us. If provided elsewhere we may impose a service fee if we attempt to locate you.

Resolving Account Disputes. We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; or, (2) others claiming an interest as survivors or beneficiaries of your account or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

Waiver of Notices. You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

Additional Terms. See TERMS AND CONDITIONS ADDENDUM.

BOUNCE PROOF PLUS OVERDRAFT PROTECTION

An overdraft occurs when you do not have enough money in your account to cover a transaction but we pay it anyway. We can cover your overdrafts in two different ways:
1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices.

To learn more, ask about these plans.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):
- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if Bank of the Ozarks pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to $35 each time we pay an overdraft.
- For those accounts that do not participate in an overdraft protection program, there is no limit on the total fees we can charge you for overdrawing your account.
- For those accounts enrolled in Bounce Proof Security, there is a daily overdraft fee limit.
  - The $35 overdraft fee will be assessed for a maximum of six items per day. Overdraft items paid after the first six will not be charged an overdraft fee.
- An overdraft fee will not be assessed if your account is overdrawn by $5 or less.

What if I want Bank of the Ozarks to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on your ATM and everyday debit card transactions, call 800-274-4482 after August 29, 2018.
Subaccounts. If the account is a demand deposit account or a negotiable order of withdrawal (NOW) account, it will be a master account consisting of two subaccounts: a transaction subaccount and a non-transaction subaccount. The two subaccounts and the transactions between them are for the purpose of improving our efficiency and have no effect on your account or your ability to use it. The amount of interest you earn, the fees you incur, and your periodic account statements are not affected. We will maintain information on the two subaccounts for regulatory reporting purposes only. All statements will consolidate the two subaccounts into the master account and show it as a single account. At the beginning of each statement period, we will allocate the balance in the transaction subaccount to the two subaccounts based on formulas we can periodically change. All your items will be posted against the transaction subaccount. If additional funds are needed, we automatically (without charge) transfer available funds from the non-transaction subaccount (again, without charge). Federal regulations limit preauthorized transfers from the non-transaction subaccount to the transaction subaccount for the remainder of that statement period. The full collected balance in both subaccounts will be available at all times to pay your items.

Law, Jurisdiction, and Venue. This agreement and the account shall be governed by the laws of the state in which the branch at which the account was opened is located. The courts of that state have jurisdiction of any dispute in connection with this agreement. You agree that venue will be proper in the courts in the county and city of our office in which the branch at which the account was opened is located.

Waiver of Jury Trial. You waive your right to a jury trial in any dispute with us. Such disputes may be tried before a judge only.

Waiver of Class Actions. You agree that the transactions of each depositor of this Bank arise from a unique relationship between the Bank and its depositor, such that damages that may arise as a result of a violation or alleged violation of this agreement or the laws and regulations governing this agreement are not the same for all depositors and therefore not appropriate for class action treatment. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THIS BANK EITHER AS A MEMBER OF A PUTATIVE CLASS OR AS LEAD PLAINTIFF IN ANY DISPUTE AGAINST THE BANK.

Arbitration. You or we may require that any controversy or claim relating to this agreement, or breach of it, be resolved through arbitration administered by the American Arbitration Association under its commercial rules. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

Debit Card Preauthorization Holds. When you use your VISA Debit Card to conduct a transaction the merchant sends us the amount, usually your purchase total, for preauthorization. This amount is placed on hold and removed from your available balance immediately. Holds are typically released when the transaction clears your account. Your available balance reflects any preauthorization/deposit/check, holds, etc. and is used to determine funds available for future transactions on your account. In some cases when final settlement is delayed, the outstanding authorization is released, which causes your available balance to appear larger than you might otherwise expect. If the available balance is not sufficient at the time a transaction clears, an overdraft or nonsufficient funds fee is charged for each transaction that attempts to post. If there are not sufficient funds in the available balance at the time of new ATM or debit card authorizations, the transactions could be declined. However, if you have enrolled in Safety Link or have elected Bounce Proof Plus overdraft coverage on ATM and everyday debit card transactions, your transactions may be authorized for a fee.

Item Payment Order. The Bank has established the following payment order for customer debits, following the posting of customer credits. The payment order is designed to ensure check-clearing priorities and to provide order and fair procedure for customers and order to minimize customer overdrafts.

1. Account-to-account transfers - smallest to largest.
2. ATM/Debit card transactions - smallest to largest.
3. ACH debit transactions - serial number order if possible, otherwise smallest to largest.
4. Checks presented in person - serial number order.
5. Other checks - serial number order.

Amendments and Alterations. You agree that the terms and conditions and disclosures governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

Payment of Interest. Interest will be calculated and paid in accordance with the disclosures.

NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Funds Availability Policy Disclosure

Your Ability to Withdraw Funds

Our policy is to make funds from your cash, check and electronic direct deposits available to you the day we receive your deposit. However, deposits made by ATM are available on the first business day after we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day except for Saturdays, Sundays and federal holidays. If you make a deposit through one of our branch tellers, by remote deposit scanner, by mobile device, or by ATM before our cut-off time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make your deposit after the cut-off time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our cut-off time for deposits made with branch tellers is close business, which may vary by branch, but is not earlier than 4:00 pm. Our cut-off time for deposits made by remote deposit scanner is 6:00 pm central time. Our cut-off time for deposits made by mobile device is 5:00 pm central time. Our cut-off for deposits made by ATM is 5:00 pm central time. Deposits made through the night depository after 8:00 am may be processed on the next business day.

Longer Delays May Apply

In some cases, we will not make all the funds that you deposit by check available to you on the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $200 of your deposits, however, will be available on the day of your deposit.

If we are not going to make all the funds from your deposit available on the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $5,000 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, and federal, state and local government checks will be available on the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over $5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury check) is not made in person to one of our employees, the first $5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.
WHAT DOES BANK OF THE OZARKS DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:
- Social Security number and transaction history
- Account balances and payment history
- Credit history and checking account information

When you are no longer our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Bank of the Ozarks chooses to share, and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does Bank of the Ozarks share?</th>
<th>Can you limit sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes - Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes - To offer our products and services to you</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes - Information about your transactions and experiences</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes - Information about your creditworthiness</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For non-affiliates to market to you</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

To limit our sharing

Call 800-274-4482 or mail the form on the next page

Please note: If you are a new customer, we can begin sharing your information 30 days from the date this notice was mailed. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

What do we do

How does Bank of the Ozarks protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Bank of the Ozarks collect my personal information? We collect personal information, for example, when you
- Open an account or provide income information
- Show government issued ID or apply for a loan
- Use your credit or debit card
We also collect your personal information from others, such as credit bureaus, affiliates or other companies.

Why can’t I limit all sharing? Federal law gives you the right to limit only
- Sharing for affiliates’ everyday business purposes - information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you
State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else? Your choices will apply to everyone on your account.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.
- Bank of the Ozarks does not share with our affiliates.

How does Bank of the Ozarks collect my personal information? Companies not related by common ownership or control. They can be financial and nonfinancial companies.
- Nonaffiliates we may share with can include financial service providers, such as our credit card vendor, investment brokerage provider and others.

Why can’t I limit all sharing? A formal agreement between non affiliated financial companies that together market financial products or services to you.
- Bank of the Ozarks does not jointly market.

Mail-in Form

I do not share my personal information with non-affiliates to market their products and services to me.

Name

Address

Account #:
LOOK INSIDE
FOR IMPORTANT BANKING INFORMATION PERTAINING TO THIS CONVERSION