# RAYNE STATE BANK & TRUST COMPANY 200 S. Adams Ave. P.O. Box 129 Rayne, LA 70578-0129

# Online/Mobile Banking Services Agreement and Disclosure Statement (Includes Bill Payment Services)

#### **Introduction and Registration**

By signing and returning an application or completing ( for consumers only) the Retail online enrollment form (the "Application") to subscribe to certain computer banking and related services offered by Rayne State Bank & Trust Company (the "Bank") as described in this Online Banking Services Agreement and Disclosure Statement (this "Agreement") and as otherwise made available by the Bank from time to time ("Online Banking Services"), you and any person authorized by you to use your Online Banking Services agree to the terms and conditions of this Agreement, as it may be amended from time to time.

Each time you use our Online Banking Service constitutes confirmation by you of your agreement to and understanding of the terms of this Agreement and any screens that appear on your computer when you sign on to the Bank Web site. This Agreement will be effective as of the date of your acceptance of this Agreement and as evidenced by our issuance of an initial password to you. Please read this Agreement carefully and keep it for future reference. This Agreement supplements the electronic funds transfer agreements and disclosures that you received previously when opening your Rayne State Bank & Trust Company depository account and/or contracting for other types of electronic transfer access for those accounts.

#### Eligibility

In order to utilize the Bank's Online Banking Services, you must have one or more deposit and/or loan accounts with the Bank. Furthermore, in order to be able to access our Bill Payment Service, you must have at least one qualified checking account with unlimited check-writing privileges with us that you designate for Bill Payment Service access. Zelle® is not available to business checking account holders at this time.

### Definitions

Each reference in this Agreement to the "Bank", "we", "us", or "our" refers to Rayne State Bank & Trust Company, a Louisiana banking corporation, as well as any agent, independent contractor, service provider, designee, or assignee the Bank may involve in the provision of Online Banking Services. "Service" refers to a single type of transaction that you may conduct through our Online Banking Services. "Services" refers collectively to our Online Banking Services.

Each reference to "you" or "your" refers to each account depositor, borrower, authorized signer, or authorized user who is now or hereafter enrolled in any one or more of the Bank Online Banking Services with respect to the account(s). Also, "you" or "your" means each person who has been automatically enrolled in the Bill Payment Service or is otherwise authorized to use that Service. "Payee" means anyone, including the Bank, you designate and the Bank accepts as a Bill Payment Service payee.

**Business Days:** Our business days are Monday through Friday. Holidays are not included. You may access your bank accounts through the Online Banking Services 24 hours a day, seven days a week. Bill Payment Service instructions are processed on all business days that are recognized by the Federal Reserve Bank and the U.S. Postal System and are not designated holidays of the Bank.

**Time of Transfers; Posting; Funds Availability**: Online Banking Services are generally accessible 24 hours a day, seven days a week, except for reasonable time periods for system maintenance. The Bank is not liable under this Agreement for failure to provide access due to a failure to the system or other unforeseen acts. If you initiate a transfer of available funds between two deposit accounts at the Bank on or before 4:00 p.m. Central Standard Time on a business day, the transfer will be posted to the deposit account on the same business day. If you initiate a transfer after 4:00 p.m. Central Standard Time on a business day, or on a day that is not a business day, the transfer will be posted on the next business day. Transferred funds will be available for withdrawal on the business day following the business day the transfer is posted to the deposit account (intervening holidays will alter this schedule).

**Privacy Statement**: Rayne State Bank & Trust Company understands how important privacy is to you, our customer. We have made sure that the security and privacy of your personal and financial dealings have been taken care of. You can review our privacy policy by clicking on the following link – <u>Privacy Statement</u>.

#### **Browser Security**

Our Online Banking Services transmit data using SSL (Secure Socket Layer) technology that supports 128-bit key encryption. It is important to verify that a secure connection between your browser and the Online Banking Services server has been established before transmitting any confidential account information over the Internet. This can be verified by an indicator on your Web browser. Internet Explorer, Firefox, Chrome, Edge, or Safari all have a lock symbol that appears when data is being encrypted. When this symbol does not appear, a session is not secure. Neither we nor any information providers make any warranty, express or implied, to you concerning equipment, browser, or other services including, but not limited to, any warranty of merchantability or fitness for a particular purpose, unless disclaiming such warranty is prohibited by law.

#### **Host Security**

The Bank's Web server does not connect directly to the Internet. It is buffered from the Internet through the use of a firewall. All access from outside the Bank must go through this firewall, which screens the requests and allows only valid http traffic to reach the server. We use the ICSA certified firewall.

#### Links

Links to unrelated Websites contained on the Bank's Website are offered only as references to sources of information on subjects that may be of interest to users of the Bank's Website. The Bank has no control over and is not responsible for the content of such sites. The Bank does not guarantee the authenticity of documents at such sites, and links to unrelated sites do not imply any endorsement of or responsibility for the ideas, opinions, information, products, or services offered at such sites. Use of links to any unrelated site is solely at the user's own risk.

Hardware and Software Requirements: The service requires you to have certain computer or mobile device capabilities, which we may change from time to time without prior notice to you.

Computer: To be able to use the Online Banking Services, you must provide your own computer (a "PC") and related equipment (the "Hardware"). You also must provide the type of Internet access service required by the Hardware and/or the software. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access Online Banking Services through the PC banking service provider (the "Service Provider") that will act as an interface between you and the Bank. You are and will remain solely responsible for the purchase, hook-up, installation, loading, operations and maintenance of the Hardware, the software, and the Internet service (if applicable) to your PC, and for all related costs. You are solely responsible for scanning the Hardware and the software for computer viruses and other related problems before you use them.

Mobile Device: Requires a Smart phone (e.g. Iphone or android) or Smart tablet (eg. IPad or etc.) You also must provide the type of Internet access service required by the Hardware and/or the software. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access Online Banking Services through the mobile device and banking service provider (the "Service Provider") that will act as an interface between you and the Bank. You are and will remain solely responsible for the purchase, hook-up, installation, loading, operations and maintenance of the Hardware, the software, and the Internet service (if applicable) to your mobile device, and for all related costs. You are solely responsible for scanning the Hardware and the software for viruses and other related problems before you use them. Standard data and messaging rates may apply.

Mobile Text Messaging Service: To use the Text Messaging Service, your mobile phone must support SMS text messaging and short codes. You will receive all Mobile Banking text messages from short code 31727. To make it easier to recognize our text messages, we suggest you add us to your contact list using short code 31727. Standard data and messaging rates may apply.

The Accounts: You agree to use Online Banking Services solely for the services described in this Agreement and designated by you in the Application Enrollment form or subsequently designated by you, and solely in connection with

each deposit account (collectively the "Deposit Accounts") and each loan account (collectively, the "Credit Account") held by the Bank that you designate in the Application or subsequently (collectively, the "Accounts"), except as otherwise expressly provided in this Agreement or as otherwise expressly permitted by us from time to time. Under this Agreement, there may be multiple Accounts: however, if you wish to utilize our Bill Payment Service, at least one (1) of the Deposit Accounts must be a checking account with unlimited check-writing privileges. You may add any Account for which you, or all of you if more than one, are depositor, borrower, authorized signer, or authorized user by notifying the Bank or by visiting any Bank branch office.

**PIN; Confidentiality of PIN:** All transactions or inquiries for Online Banking Services require a user id, security answer and password. We will assign you an initial password after your application enrollment form has been approved. The first time you sign on to online banking service, you will be required to make a one-time change to the User ID and initial password in order to initiate your authentication credentials. Each sign-on following, you will then be required to complete a three-screen authentication process. The first screen will require the input of your User ID, and the second screen will require the answer to your security question, and then your password. You may change your security questions and/or password from time to time, as provided by the Software. We recommend that you do not use your social security number, birthdate, names, or other codes that may be easy for others to identify as your password. No Bank employee will ever ask for your answers to security questions and/or password, and you should never provide it to anyone unless you intend to allow that person access to your Accounts. It is important that you keep your security answers and/or password will be subject to and governed by this Agreement. We will not be liable for any losses resulting from your permitting other person(s) to use your security answers and/or password to access the Service. If you have any questions about our security systems for conducting transactions over the Internet, *contact us*.

**Online Banking/Mobile Banking Services**: You may use our Online Banking/Mobile Banking Services to conduct any of the following business:

- A. Transfer funds between any Deposit Accounts, such as checking, savings or money market deposit accounts;
- B. Receive and download balance and transaction information for Deposit Accounts;
- C. Pay bills electronically via the Bill Payment Service from a Deposit Account that is a checking account with unlimited check-writing privileges; and
- D. Receive e-mail from and transmit e-mail to the Bank, all as described in this Agreement and the software.
- E. Make person-to-person "POP Money" payments (consumers only) using a computer or mobile device thru Bill Payment Service.
- F. Access Positive Pay to compare business checks issued (i.e. checks written) with those being processed for payment to ensure they match.

You may sign up for or cancel any Service by contacting the Bank. As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a transfer or Bill Payment, as these terms are defined below.

### **Definitions:**

"Biller" - is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Due Date" – is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

**Transfers to and from Accounts**: You may request Online Banking Services access to any Account of which you are an authorized signer or owner. In order to be authorized to initiate payments or transfers from the Account, you must have withdrawal authority over the Account to be able to complete the transaction. By using the Online Banking Services, you agree to maintain one or more Accounts with us and to keep sufficient balances in any Account to cover any transaction and fees that are ultimately approved by or related to the system.



**Notices:** All notices from the Bank will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by us at the mailing address in this Agreement. We reserve the right to change the terms and conditions upon which the Online Banking Services are offered. We will mail a notice to you at least twenty-one (21) days before the effective date of any change when required by law to do so. Your use of the Online Banking Services is subject to existing laws and regulations covering your designated Accounts and any future changes will be guided by those laws and regulations.

**Email Address Change**: Consumer customers will have the option to only change their email address utilizing the Online Banking system. The consumer customer will key in the new email address change request and Rayne State Bank will send an email to both the new email address and old email address to verify the change. Refer to <u>www.bankonnet.com</u> for more information to change your mailing address.

**No Signature Requirements.** When any payment made through Bill Payment Service or another of the Online Banking Services generates a paper item to be charged to your Account, you agree that we may debit the designated Account, or the Account on which the item is drawn, without requiring your signature on the item and without any notice to you. If more than one signature is required as per your account agreement, you waive the requirement of multiple signatures.

Account Information, Bill Payments, and Transfers Limitations. You may use Online Banking Services to receive, download, and store or print information that is routinely provided in the periodic statement for the Account, debits and credits made to the Account, amounts and item numbers for items drawn on the Account (if applicable), and the daily Account balance (including interest credited to a Deposit Account and finance charges accrued on a Credit Account). The Bill-Payment Service is available only in connection with Checking Accounts. Due to federal regulations, you may not make more than six (6) preauthorized or automatic transfers from your Money Management Account during a given monthly statement period. All Account information provided via Online Banking Services will be current as of the end of the preceding business day, will not reflect transfers or payments made since the end of the preceding business day, and is subject to further adjustment and correction. There may be situations that cause a delay in updating your balances. If you have any questions, please <u>contact us</u>. You will still receive your usual periodic statement, and adjustments may have been made to your Account in connection with the preparation of your statement.

**Bill Payment Service** – For additional information view Bill Pay or Zelle® (consumers only) Terms of Service at <u>www.bankonnet.com</u>. The Bill Payment Service is automatically available as part of our Online Banking Services. Using your Online Banking Services security answers and password, you can access and use the Bill Payment Service to instruct us to make Payments from your designated Checking Account to your designated payees ("Payees"). You must provide us with information that sufficiently identifies each of your Payees to enable us to properly direct your Payment to the Payee and enable the Payee to identify you as the source of the Payment thus received.

You may also use the Bill Payment Service to review past or scheduled payments made from your designated Account via the Bill Payment Service.

A. <u>HOW TO SET UP BILL PAYMENT SERVICE PAYEES:</u> You may set up a list of Payees to make payments through the Bill Payment Service ("Bill Payments" or "Payments") by accessing Bill Payment Service and entering the appropriate information for each Payee. We reserve the right to refuse the designation of a Payee for any reason. We will not be responsible if a Bill Payment cannot be made because you provided incomplete, incorrect or outdated information regarding a Payee.

When you schedule a Bill Payment, you authorize us to withdraw the necessary funds from your Account to fund that Payment. A Payment will be deducted from your designated Checking Account on the scheduled Payment Date. We may refuse to act on your instruction if sufficient funds (including funds available under any overdraft line of credit) are not available in your designated Account on the scheduled Payment Date. However, if we, in our sole discretion, elect to honor your Payment request that exceeds the available balance in your designated Account, that Account will be charged our then current fee for processing checks drawn against insufficient funds. If your Payment request is not honored because of insufficient funds in your designated Account, no additional Bill Payments will be processed until your designated Account is properly funded and all dishonored items have been cleared.

Bill Payments can be in any amount, subject to the availability of sufficient funds in your designated Account. However, we reserve the right to change the dollar amount of this limit. If we make a change that reduces this limit, we will provide you with written notice of the change.

### B. <u>THE SERVICE GUARANTEE</u>: Due to circumstances beyond the control of the Service,

particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Bill Payment Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

## C. **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE:** By providing the Bill

Payment Service with names and account information of Billers to who you wish to direct payments, you authorized the Bill Payment Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Payment Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Payment Service receives a Payment Instruction, you authorize the Bill Payment Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bill Payment Service to credit you Payment Account for payments returned to the Bill Payment Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Payment Service.

The Bill Payment Service will use its best efforts to make all your payments properly. However, the Bill Payment Service shall incur no liability and any Service Guarantee shall be void if the Bill Payment Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- 1. If, through no fault of the Bill Payment Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- 2. The payment processing center is not working properly and you know or have been advised by the Bill Payment Service about the malfunction before you execute the transaction;
- 3. You have not provided the Bill Payment Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- 4. Circumstances beyond control of the Bill Payment Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Payment Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Bill Payment Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from you Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Bill Payment Service shall be responsible for returning the improperly transferred funds to you Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

# D. <u>TYPES OF BILL PAYMENTS</u>: You may schedule a Bill Payment to be processed on the day

you enter the Payment information, on a future date or on the same date each month, subject to the restrictions in this Agreement.

- (1) <u>Single Payment</u>: You may schedule a Bill Payment to be made once to a Payee. Your Payment Date for that Payment may be scheduled for a date in the future (a "future Single Payment"). If a Payment Date falls on a day that is not a business day, that Payment will be processed on the prior Friday.
- (2) <u>Recurring Payments</u>: You may schedule Bill Payments to be automatically processed in a fixed amount on the same day of every month. If a Recurring Payment Date falls on a date that is not a business day or Sunday, your Payment will be processed on the prior Friday.
- (3) <u>Multiple Payments/Same Payee</u>: You may schedule multiple Payments to the same Payee to be processed on the same Payment Date, provided that the amounts of these Payments are different. For your protection, the Bill Payment Service will not duplicate Payment amounts to the same Payee on the same Payment Date.
- E. <u>PAYMENT SCHEDULING:</u> The earliest possible Scheduled Payment Date for each Biller

(typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later that the actual Due Date reflected on you Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### F. DELIVERING YOUR PAYMENTS: After funds are withdrawn from your designated Account,

we will remit your Payment by electronic funds transfer or by mailing your Payee a check drawn on a deposit we maintain for this purpose. The determination regarding whether a Bill Payment is remitted electronically or by check is made solely by the Bank. **Bill Payments made by check will be sent by U.S. Mail from a location outside Louisiana**.

## G. <u>PAYMENT CANCELLATION REQUESTS</u>: Using the Bill Payment Service you may cancel

or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Using the Bill Payment Service, <u>y</u>ou may change or delete an electronic scheduled payment by 4 pm eastern standard time prior to scheduled Payment Date. Once the Bill Payment Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

### H. STOP PAYMENT REQUESTS: The Bill Payment Service's ability to process a stop payment

Request will depend on the payment method and whether or not a check has cleared. The Bill Payment Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Bill Payment Service or Rayne State Bank. Although the Bill Payment Service will make every effort to accommodate your request, the Bill Payment Service will have no liability for failing to do so. The Bill Payment Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such services as set out in the applicable fee schedule. In addition, you can request in writing or calling us at the address or phone number shown in the paragraph titled "Errors or Adjustments" in time for us to receive your request at least three (3) business days before the scheduled Payment Date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days

# I. DOCUMENTATION OF THE BILL PAYMENTS:

(1) Confirmation Number: A confirmation number will be assigned to each Bill Payment at the time you submit your request. A confirmation number will also be assigned each time you instruct us to amend, delete or skip a previously scheduled Bill Payment. You are encouraged to record these confirmation numbers for future reference. They will help us resolve any questions you may have about your Bill Payment transactions.

(2) Periodic Statement: You will get a monthly statement for your designated Account (unless there are no transactions in a particular month; in any event, you will receive a statement at least quarterly). All Bill Payments will appear on your Account statement.

J. <u>FEES AND OTHER CHARGES</u>: See Schedule of Fees Addendum for all additional fees. There will be NO Charge for any item if needed to correct a Bank error.

K. <u>PROHIBITED PAYMENTS</u>: View Bill Pay Terms of Service at <u>www.bankonnet.com</u> for prohibited payments.

L. <u>EXCEPTION PAYMENTS:</u> Tax payments and court ordered payments may be scheduled through the Bill Payment Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Bill Payment Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Bill Payment Service. The Bill Payment Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Bill Payment Service.

The Bank reserves the right to charge you for research time involving Payments that are no longer available in your screen history. You will be informed of any such charges before they are incurred.

**NOTICE OF YOUR RIGHTS AND LIABILITIES.** You are solely responsible for controlling the safekeeping of, and access to, your User ID, security answer(s), and password. We are entitled to act on transaction instructions received using your id, security answer(s) and password, and you agree that the use of your id, security answer(s) and password will have the same effect as your signature authorizing the transaction(s). You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Bank and arrange to change your id, security answer(s) and password.

You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Bank is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Bank is not liable for any failure to make a Bill Payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Payee for a Bill Payment. The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Bank's reasonable control.

**Your Liability for Unauthorized Transactions.** Tell us AT ONCE if you believe your initial password has been lost or stolen, or your id, security answer(s) and/or password have been compromised, and as a result, someone has transferred or may transfer money from your Account without your permission. Telephoning is the best way to keep your possible losses down. **Call us at 337.334.3191 or 337.235.2062**. You may also write to us at: Rayne State Bank, P.O. Box 129, Rayne, LA 70578-0129.

You could lose all the money in your Account (plus your maximum line of credit).

If consumers tell us within two (2) business days of discovering the loss, theft, or unauthorized use, you can lose no more than \$50.00 if someone used your id, security answers and/or password without your permission.

If consumers do **NOT** tell us within two (2) business days after learning of the loss or theft of your id, security answers and/or password, and we can prove that we could have stopped someone from using your id, security answers and/or password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows any unauthorized transfer, tell us at once.

If consumers do not tell us within sixty (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 may extend the time periods.

Waiver: Regulation E does not apply to Health Savings Accounts or Business Accounts.

**Stop Payments:** Please refer to the Terms and Conditions of Your account for the Stop Payment rules. We may accept an order to stop payment on any check from any authorized signer on the account. You must make any stop-payment order in the manner required by law and we must receive it in time to give us reasonable opportunity to act upon the stop-payment. The Stop Payment Order will provide additional terms and conditions as well as disclose the fee of \$30.00.

**Cancellation of Internet Banking**. At any time, any Account and/or any Online Banking Service, including Bill Payment Service, can be terminated (whether by you, by us, or otherwise). We will not be responsible for any Bill Payment made before we have a reasonable opportunity to act on your termination of the Services. You agree that all obligations owed to us under this Agreement, including any Bill Payment made on your behalf, will be immediately due and payable to us, and you authorize us to withhold the amount of any such obligations from any Account. To the fullest extent permitted by applicable law, you authorize us to obtain Payments of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfers to any of the Accounts or (b) deducting the Payment from the amount of any transfer or Bill Payment. Such obligations include, without limitation, fees owed to us and settlement for transfers or Bill Payments initiated through the Online Banking Services.

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**Electronic Mail Service, Check Re-orders, and Other Documents**. You may use Online Banking Services to securely send your request to us for processing. Generally, the requests will be processed within one (1) business day through the same procedures used for similar requests made by mail or fax. The e-mail service may not be used to make transfers

between Accounts or to make Bill Payments from an Account. E-mail transmitted by you to us via Online Banking Services often will not be delivered to us immediately. If you need to contact us immediately to stop Payments, report an unauthorized use of your User ID, password, and/or security questions, report unauthorized access to an Account, or for any other reason, you should call us at 337.334.3191 or 337.235.2062. We will not be responsible for acting on or responding to any e-mail request made through Online Banking Services until we actually receive your e-mail message and have a reasonable opportunity to act. We will notify you of the availability and terms of any new Services, and you agree to be bound by this Agreement and any additional instructions, procedures, and terms provided to you with respect to each of these Services.

**Errors and Adjustments**. In case of errors or questions about your transactions/transfers, telephone us at 337.334.3191 or 337.235.2062 or write us at P.O. Box 129, Rayne, LA 70578-0129 as soon as you can, if you think your statement or receipt is wrong or if you need more information about the transactions/transfers listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. Provide us with the following information: (1) Your name and Account number (if any), (2) a description of the error or transaction you believe it is in error, and (3) the dollar amount of the suspected error. If you tell us orally, we require that you send us your complaint or question in writing within ten (10) business days.

The Bank will determine whether an error occurred within ten (10) business days after we hear from you. If the Bank has made an error, we will correct it promptly. If we need more time, however, we may take up to forty five (45) days (or ninety [90] days if the transaction occurred at a point-of-sale location or outside the United States) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days 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 the Bank does not receive your written question or complaint within ten (10) business days, the Bank may not provisionally credit your Account. If you believe an error has occurred within the first thirty (30) days of opening your Account, the Bank has twenty (20) business days to resolve the alleged error before a provisional credit is made to your Account. The Bank may take up to ninety (90) days to complete the investigation.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will reverse our credit and send you a written explanation. You may ask for copies of the documents that we used in our investigation. If an error did occur, we will correct the error, including crediting interest or refunding charges, and provide an oral or written report of the correction to you within one (1) day of determining the error.

Account Reconciliation. The Deposit Account statements or other notices provided to you by us will notify you of (a) the execution of transfers or Bill Payments and the debits to the Deposit Account made with respect to such transfers and Bill Payments, and (b) amounts debited by the Bank from the designated Account or any other Account for payment of charges pursuant to this Agreement. You agree that we will not be required to provide any other notice to you of the execution of transfers or debits. The Bill Payment Service notice is provided separately. YOU AGREE TO PROMPTLY EXAMINE EACH DEPOSIT ACCOUNT STATEMENT AND TO PROMPTLY REPORT ANY DISCREPANCIES BETWEEN YOUR RECORDS AND THE DEPOSIT ACCOUNT STATEMENTS OR ANY OTHER NOTICES MAILED BY THE BANK TO YOU.

A. Positive Pay is available by request to provide a daily review of transactions as part of our cash management service to help prevent the posting of duplicate or unauthorized checks. Please refer to our Positive Pay Agreement and Addendum "A" for more information.

**Bank's Liability for Failure to Make or Stop Certain Electronic Fund Transfers.** If we do not complete an electronic fund transfer to or from a Deposit Account in a reasonable amount of time or in the correct amount according to our agreement with you, we will be liable for your direct losses or actual damages, except in the following instances:

- If, through no fault of ours, you do not have enough money in the Deposit Account (or any linked Account) to make the electronic fund transfer; or
- If the electronic fund transfer would go over the credit limit on any check overdraft protection line of credit account linked to the Deposit Account; or
- If you have not completely and properly followed the terms of this Agreement or instructions provided by the Software regarding how to make an electronic fund transfer; or
- If any data or instructions transmitted via the Online Banking services are inaccurate or incomplete; or
- If you do not initiate an electronic fund transfer according to the time limits set forth in this Agreement; or

- If the Hardware, Software, Service Provider, or any part of the Online Banking Services system was not working properly and you knew about the breakdown when you started your electronic fund transfer; or
- If circumstances beyond our control, such as an act of God, failure, delay, or error on the part of any third-party Service Provider, power outage, difficulty with telephone or cable lines or satellite communications, difficulty with any Hardware, the Software, or the Service Provider, computer virus or related problem, or cessation of the operation of the Service Provider or the arrangement between the Bank and the Service Provider, prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken; or
- If your funds are being held or frozen or are subject to legal proceedings; or
- If the funds in the Deposit Account are unavailable (funds are only conditionally credited until they become available for withdrawal); or
- If your User ID, password, and/or security questions have been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized; or
- If you, any joint holder, or an authorized cosigner on a Deposit Account has requested that we stop payment of the electronic fund transfer; or
- If you have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period for the types of Deposit Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts); or
- If the Deposit Account has been closed; or
- If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us; or

There may be other exceptions in this or any other applicable agreement that we may have with you; or

Limits on Bank's Liability. Our liability for electronic fund transfers made to or from Deposit Accounts is also governed by the section for the Bank Liability for Failure to Make or Stop Certain Electronic Fund Transfers and Your Liability for Unauthorized or Erroneous Transfers. If any provision herein is inconsistent with any provision of the aforementioned sections or any provision of applicable law that cannot be varied or waived by agreement, the provisions of those Sections or applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability for any loss, damage, or claim arising out of any delay or failure in the performance of any Online Banking Services in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence.

**Disclosure of Deposit Account Information to Third Parties**: You agree that we may from time to time disclose to third parties information about your deposit Account or the transactions that you make through Online Banking Services, as permitted by law. We will disclose information to third parties about your Deposit Account or the transfers you make in the following situations:

- a. When it is necessary to complete a transaction; or
- b. In order to verify the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant; or
- c. In order to comply with government agency or court orders; or
- d. If you give us your written permission; or
- e. To collect information for internal use, the use of our Service Providers, and our servicing agents and contractors concerning our electronic funds transfer service; or
- f. If it involves a claim by or against us concerning a transaction from your Account; or
- g. If otherwise permitted or required under state or federal laws and/or regulations

**Other Agreements; Governing Law**. The terms and conditions of this Agreement are cumulative with and in addition to any terms of the signature cards or agreements for your Deposit Account(s), the applicable Account disclosures, the Service Schedule, the Schedule of Funds Availability, the Bank's Electronic Fund Transfer Agreement and Disclosure Statement, the agreements governing the Credit Accounts, Appendix A: Terms and Conditions for Mobile Banking Services, and the Application, all as may be amended from time to time. This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to Louisiana conflict of law provisions.

**Fees**: Our Online Banking Services are available to our customers free of charge. See schedule of fees addendum for Bill Payment, Mobile Banking Services, and Positive Pay fees.

**Amendments**: We may amend this Agreement from time to time. Each amendment will be effected by our mailing or otherwise delivering the amendment, revised Agreement and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment shall be effected by mailing

or otherwise delivering it to you or posting it in our full-service branch offices at least ten (10) calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you under the following circumstances: (a) if the Software or the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you, (b) for security reasons, (c) to comply with applicable law, or (d) as otherwise expressly provided in this Agreement.

**Assignment**: You may not assign all or any part of your rights or obligations under this agreement without our prior express consent, which may be withheld at our sole discretion. We may assign or delegate all or any part of our rights under this Agreement, including, without limitation, the performance of the services described herein. This agreement will be binding on and inure to the benefit of the successors and assigns of either party.

**Termination:** You may terminate the use of Online Banking Services by contacting the Bank in writing by mail, email, or personal delivery to the Bank. If your Account is restricted or closed for any reason, Online Banking Services will terminate automatically. Termination of Online Banking Services includes Bill Payment, Zelle®, Mobile Banking, and Mobile Deposit Capture.

**No Third-Party Beneficiaries**. This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

**Ownership of Materials**: The content and information on our on-line banking site is the property of the Bank. It should not be duplicated or copied by any means.

Updated: 11/1/2023