

# Digital Banking Services Agreement

PLEASE REVIEW THIS AGREEMENT CAREFULLY. BY CLICKING **I ACCEPT** BELOW OR OTHERWISE USING OR ACCESSING THE SERVICES DESCRIBED HEREIN, YOU ARE ACCEPTING THIS AGREEMENT AND AGREEING TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH HEREIN. BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT WILL APPLY TO AND GOVERN YOUR USE OF ANY AND ALL DIGITAL BANKING SERVICES OFFERED BY GULF COAST BANK AND TRUST COMPANY (GCB), AND THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, AND YOU WILL CREATE A VALID AND BINDING LEGAL CONTRACT BETWEEN YOU AND GCB. THE TERMS AND CONDITIONS OF THIS AGREEMENT PROVIDE, AMONG OTHER THINGS, THE FOLLOWING WAIVERS:

- Waiver of **two or more signature** requirements on accounts;
- Waiver of right to trial by jury;
- Waiver of certain liability we might have to you (or limitations regarding the same); and
- Waiver of any challenge to the personal jurisdiction of any state or federal court in Orleans Parish, Louisiana, consent to the exclusive jurisdiction such courts, and your agreement with us that Louisiana law will control this Agreement, without regard to conflict-of-law rules.

## 1. Service Definitions

- **Bank** - refers Gulf Coast Bank and Trust Company (GCB)
- **Web Site** - means any web site owned and operated by GCB ([www.gulfbank.com](http://www.gulfbank.com)) that contains information about available products or services and/or terms and conditions relating to any accounts, account information and/or transactions that you may view, perform, modify or otherwise access or use while using the service. GCB sites include but not are limited to [www.Gulfbank.com](http://www.Gulfbank.com), the Digital Banking Site and <https://digital.gulfbank.com/GCBTCOnline/uux.aspx#/login>
- **Service** - means the Digital Banking services for GCB ("Bank") offered to personal (consumer) accounts.
- **Customer** - refers to the person(s) subscribing to or using the Service.
- **Account** - refers to all existing accounts and all accounts opened in the future of which you are an Owner and/or Authorized Signer.
- **Bill Payment Service** - means the bill payment service offered by GCB through iPay Services Corporation.
- **Business Day** - is every Monday through Friday, excluding Federal Reserve holidays.
- **Hours of Operation** - are 8:30 am to 5:00 pm Monday through Friday.
- **Transfers** - refers to funds transferred between your GCB deposit accounts, funds transferred between your accounts with GCB Deposit and Loan accounts and your accounts with other Financial Institutions, Loan Payments from your accounts with other Financial Institutions to your Loan with GCB, and your GCB Deposit accounts to another customer's GCB Deposit account.
- **Quick Transfer** - refers to a transfer entered with the Quick Transfer option.
- **Agreement** - means the Digital Banking Service Agreement.

## 2. What This Agreement Covers

- This Agreement covers your use of GCB's Digital Banking Services. GCB's Digital Banking Services are defined as any electronic service in any form or medium (including but not limited to through the world wide web, internet, personal computer, smartphone or other electronic device) provided by GCB that permits you to access or obtain account information and/or statement updates on your deposit accounts, retrieve images of debit and credit items that have posted to your account ,transfer funds to or from your GCB accounts, pay bills to GCB or to third parties, enroll in Mobile Banking, enroll for Mobile Deposit, set up account alerts and receive and send electronic messages to GCB ,and access My Money, a free personal financial management service that allows registered users to organize, consolidate, manage and track their financial information through the use of third party software accessed through GCB's Website. Available transactions include obtaining balance information, transaction history and other information. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous business day. When we introduce new features or eliminate features, we will notify you. You shall be solely responsible for acquiring and maintaining a computer or any other electronic device and equipment that can handle and access the Digital Banking Services; and for all costs associated with accessing the same through your electronic device of your own choice.

- **NOTE:** You will be provided with the Terms and Conditions of the Consumer Bill Pay Service, Mobile Deposit, Text Banking, the Personal Financial Management (My Money), P2P Service with Acculynk (People Pay), online account opening and eStatement/eNotice at the time of enrollment, in addition to this document.
  - Access for Digital Banking Services will be provided through our Website (defined above in Service Definitions) or through software designed for your handheld or other electronic device. It does not include any website that has its own separate agreement governing online access, or any other Third Party Website not hosted and/or maintained by GCB.
  - You understand that these industry standards are dynamic and constantly developing. By consenting to the enrollment process you acknowledge and understand that there are risks to electronic delivery of account statements and notices, including but not limited to delay or failure of delivery due to technical difficulties, weather conditions, and matters beyond our reasonable control. You have considered the historical and potential future content of your account statement(s), the risk associated with electronic delivery of account statements and our security procedures, and you find that our security measures are reasonable. If in the future you conclude that our security procedures cease to be reasonable, you must terminate this agreement immediately.
3. **Other Bank Agreements with GCB**
- The terms and conditions of this Agreement are in addition to, and shall supplement the terms, conditions, rules, and regulations that apply to any of your existing GCB accounts or services of GCB which you currently use. Without limiting the foregoing, this Agreement is in addition and supplemental to: a) any deposit agreement you have regarding any bank account(s) you have with GCB; b) the Digital Service E-Sign Disclosure and Consent between you and the Bank (such agreement is a condition to your access to and use of the Digital Banking Services offered hereunder), c) the General Terms of Use found on our Website; d) the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using any services on our Website or through a mobile device; e) our rules, procedures and policies, as amended from time to time, that apply to the Digital Banking Services, f) any then-current rules and regulations of any funds transfer system or payment system used in connection with any account you access through the Bill Pay system; and g) state and federal laws and regulations, as applicable. Your deposit agreements will continue to apply to your relationship with GCB, and if this Agreement conflicts with another agreement, or another agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the Account or Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.
  - The information you provide to GCB and its third-party service providers, including your personal information, is subject to the terms of GCB's Privacy Policy and Security Statement, available at <https://gulfbank.com/important-disclosures/online-banking-user-agreement-privacy-policy-and-security-statement>. By entering into this Agreement, you represent that you have read, understood, and accepted GCB's Privacy Policy and Security Statement.
4. **Digital Banking Transfers**
- When you instruct GCB to transfer funds to or from your GCB accounts through the Digital Banking Services, you authorize GCB to withdraw the necessary funds from the GCB account you designate. As with any funds transfer request, whether or not utilizing Digital Banking Services you agree that you will instruct GCB to make a withdrawal only when a sufficient balance is or will be available in your designated GCB account at the time of withdrawal. GCB will not be obligated to act on any withdrawal instruction from you if sufficient funds, including overdraft limits, are not available in the account you designate.
  - Quick Transfers completed through the Service before 6:00 p.m. Central Standard Time on a business day are posted to your account the same day. Quick Transfers completed after 6:00 p.m. Central Standard Time on a business day or on a Saturday, Sunday, or Federal Holiday will be posted on the next business day. External transfers and Loan Payments completed through the Service before 4:30 p.m. Central Standard Time on a business day are posted to your account the same day. Quick Transfers will memo-post the transfer to the debit and the credit account and will post that business day or the next business day if the Quick Transfer is made on a day other than a business day.
  - Scheduled and Recurring Transfers - Funds will be deducted from the **transfer from** account on the business day on which a transfer is to take place and credited to the transfer to account the same business day. If you direct the transfer to occur on a day other than a business day, it will be posted on the following business day. Recurring Scheduled Transfers are those made for the same amount

and are made on the 1st of the month, last day of the month, the 1st and 15th of the month, 15th, weekly, every other week, monthly, quarterly, semi-annually and annually . Once started, recurring transfers will be made automatically until your end date or the date you cancel the payment.

- All transfers made through the Service will appear on your monthly Account statement and in your Transfer Fund Activity Center.
- Transfers from your Savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulation. Transfers to your Health Savings Account are considered current year contributions for IRS reporting purposes. Transfers from your Health Savings Account are considered normal distributions for IRS reporting purpose.

#### 5. **Notice of Your Rights and Liabilities**

- The following additional terms apply whenever you use the Digital Banking Service to make transfers: to or from a consumer deposit account via the Digital Banking Service. A consumer account is one that is used primarily for personal, family or household purposes; all other accounts are business accounts.
- Security of your transactions is important to us. Use of the Service will therefore require a password and a Secure Access Code unless or until you register your device. Even after you register your device you may still be required to enter a secure access code. If you lose or forget your password, please click the **Forgot Your Password?** link after you enter your Login ID. A temporary password will be forwarded to you through the delivery method you choose. If you do not receive the email, check your spam folder first, then please call 800-223-2060 during our Hours of Operation. We may accept as authentic any instructions given to us through the use of your password. You agree to keep your password secret and to notify us immediately if your password is lost or stolen or if you believe someone else has discovered your password. You agree that if you give your password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers, payments, or otherwise use the Services. Digital Banking Service enables you to change your password; we recommend you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your password was used in connection with a particular transaction. If any unauthorized use of your password occurs, you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.
- If you believe that your PASSWORD has been lost or stolen or that someone has made payments, transferred or may transfer money from your account without your permission, NOTIFY US AT ONCE AT (800)223-2060 or (504)561-6124 DURING NORMAL BUSINESS HOURS or EXTENDED Call Center Hours.
- Tell us **AT ONCE** if you believe your password 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 line of credit). If you tell us within two (2) business days, you can lose no more than \$50. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you 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 prevented someone from taking the money if you had told us in time. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 800-223-2060 during normal business hours listed above. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**
- **ERRORS AND QUESTIONS FOR CONSUMER ACCOUNTS ONLY** - In case of errors or questions about your electronic transactions, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt.
  - Telephone us as soon as you can at:

- (504)561-6124 or toll free at (800)223-2060 8:30am - 5:00 pm (CST), Monday through Friday,
- Or write us at:
- Gulf Coast Bank & Trust Company
- Attention: Electronic Banking Department
- 2626 N. Arnoult Rd. Suite 115 Metairie, LA 70002
- We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.
- You will need to:
  - Tell us your name and Account number
  - Describe the error or the transaction 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 verbally, we may require you to send us your complaint or question in writing within ten (10) business days following the date you notified us. We will determine whether an error occurred within ten (10) business days ((twenty (20) business days if the notice of error involves an electronic fund transfer to or from the account within thirty (30) days after the first deposit to the account was made)) for the amount you think is in error, so that you will have 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 ten (10) business days, we may not credit your account. If we determine there was no error, we will reverse the previously credited amount, if any, and we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

#### **6. Waiver of requirement for two or more signatures**

- You agree that any requirement of verifying two or more signatures on any item, such as checks, will not apply to electronic or telephone transfers, and we will have no liability when making these kinds of transfers without the requisite verification. This means that any person who is an authorized signer on your Account is authorized by you to individually make electronic or telephone transfers, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

#### **7. Accessing Accounts and Digital Banking Services through the Website or Mobile Device**

- You authorize GCB to provide you access to your Accounts and the Digital Banking Services through the Service. You may access your Accounts and our Digital Banking Services through the Website to obtain information and perform transactions as authorized on the Website, or through software applications specifically designed for use on a mobile or electronic device. To access your Accounts and the Digital Banking Services through our Website or through software applications specifically designed for use on a mobile or electronic device you must have a username, a password and the required hardware and software as described on the Website. You must also comply with any other security procedures and policies we may establish from time to time. Subject to the terms of this Agreement, you will generally be able to access your Accounts and Services through the Website 7 days a week, 24 hours a day. At certain times, the Service may not be available due to system maintenance or circumstances beyond our control. When using our Digital Mobile Banking Service, you may generally access certain Accounts through the mobile app, mobile browser and receive certain information through text messaging under this Service, using a handheld mobile device, such as a cellular or mobile phone, smart phone or tablet.

#### **8. Terminating Your Access to the Service**

- We reserve the right to terminate your access to the Digital Banking Services, if you violate any terms of this Agreement (including the failure to pay fees under any applicable fee schedule) or any other agreement you have with us, and you agree that we may suspend or terminate your access to any one or more of your Accounts and Services if you do so. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your PIN or password as an indication of an attempted security breach. We will not be required to reinstate or re-activate your access. Furthermore, if you close all of your Accounts and terminate your Services, or withdraw from the Service, we may

suspend or terminate your access without prior notice to you. In some cases, if you close your Accounts, you may also lose access to your Digital Banking Services and we may terminate your access to the Service. We will not be required to reinstate or re-activate your access. Also, if you have no open and eligible Accounts linked to the Service, or do not use the Service for a period of 180 consecutive days, we may, in our sole discretion, terminate your access without prior notice to you.

## **9. Security**

- In order to maintain secure communications and reduce fraud, you agree to protect the security of your account numbers, codes, marks, signs, public keys, usernames, passcodes, pass phrases, security questions, and/or any other means of identification. GCB reserves the right to block access to the Digital Banking Services to maintain or restore security to GCB's systems if GCB reasonably believes your security features have been or may be obtained or are being used or may be used by an unauthorized person(s). You are liable and responsible for all Digital Banking Services transactions made using your means of identification, whether those transactions are made by you or any person you authorize, permit or enable to have your means of identification (even if the person exceeds your authority) or by any person who obtains through you, by whatever means, your means of identification. If you have given someone your means of identification and wish to terminate their authority, or if you know or believe that your means of identification otherwise is compromised, you must notify GCB so that GCB can take the necessary steps to change the means of identification. You agree to defend, hold harmless and indemnify GCB from and against any and all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to your GCB accounts via the Digital Banking Services.
- We may suspend or cancel your access code even without receiving such notice from you, if we suspect your access code is being used in an unauthorized or fraudulent manner.

## **10. Your Login ID and Password**

- You agree that you are responsible for maintaining the security of your Login ID and Password. If you suspect that your Login ID or password has been compromised, you must contact us immediately at 800-223-2060 or 504-561-6124. You also agree to maintain your current email address, cell, home, and work phone numbers which will be used to access your Secure Access Code when your device or browser is unrecognized. If you suspect that someone has changed your Secure Access Code delivery methods, you must contact us immediately at the numbers listed above.

## **11. Statement Delivery, Notices and Communications**

- You may enroll to receive eStatements and eNotices through your Digital Banking Services. By enrolling in eStatements and eNotices, you agree to replace your mailed (paper) statement with an electronic version (PDF) that you can view on the Website, save to your computer, or print at your convenience. Once enrolled in eStatements and eNotices, you agree that any legal notices or disclosures that normally accompany your mailed statement or that we would otherwise deliver to you by mail concerning your Account or Digital Banking Services may be delivered to you electronically. In some cases, paper statements, legal notices and disclosures that you receive electronically must continue to be mailed even if you elect to receive them electronically. We may, at our sole discretion, offer you additional options and preferences for the delivery of various types of communications related to your Accounts or Digital Banking Services.
- You elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including: Truth in Savings Act, Fair Credit Reporting Act, Electronic Funds Transfer Act, Equal Credit Opportunity Act, Privacy of Financial Information and additional Federal law and the laws of the state in which your account is located. If there is more than one Depositor that is a party to the account, notice to anyone Depositor will be effective for all.
- The eStatements and eNotices option is only available to you if you enroll your accounts in the Service and provide us with a valid email address for the Service. Unless otherwise required by law, if you enroll to receive eStatements we will no longer mail paper statements to you for that account.
- If you currently receive a monthly account statement with check image(s) in paper format, once you enroll in eStatements, you will continue to receive check images with your statements. You may also view online images of the individual checks posted to your account through the Digital Banking Services, and you may request that a photocopy of a cancelled check be mailed to you for an additional fee.

- Your eStatements, eNotices, legal notices and disclosures will be presented to you on the Website or through your mobile or electronic device. You must have computer software that meets the requirements provided on the Website in order to view, print, and/or save your eStatement, eNotices and legal notices.
- If you believe your eStatement is lost or that someone has obtained access to your eStatement without your permission, contact any Customer Service Representative. Notwithstanding any provisions to the contrary contained in this agreement, we shall be responsible only for performing the eStatement and eNotice services as expressly provided for in this agreement. We shall be liable only for material losses which are the direct result of our own negligence or intentional misconduct in performing these services. We shall have no liability for failure to perform any eStatement or eNotice services or for any disruption or delay in performing said services in the event such failure, disruption or delay is due to circumstances beyond our reasonable control (including, but not limited to, failure or disruption of electronic power, computer equipment, telecommunications systems, your online service provider, or weather conditions). We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances, except to the extent that we are liable under this agreement. You agree to indemnify and hold us and our directors, officers, employees, and agents harmless for all claims, demands, judgments, and expenses (including reasonable attorney's fees) arising out of or in any way connected with the performance of the eStatement and eNotice services. You agree that this indemnification shall survive the termination of this agreement.
- If you enroll in eStatements and eNotices, your year-end tax documents may be made available through the Website just like your eStatements and eNotices and to the valid email address provided for the Service. Customers are not required to complete a separate enrollment process in order to view their tax documents online. This option is available to you regardless of whether or not we also send you mailed (paper) tax documents.
- We may terminate delivery of eStatements and eNotices to you for one or more Accounts or Digital Banking Services, without notice. If your Digital Banking account is deleted for any reason and you have enrolled in eStatements and eNotices or if we have reason to believe you are not receiving the email notification, the enrolled account will no longer be eligible. The account will be removed from our eStatement and eNotice notification product and your account statement and any notices will be mailed to the address of record for your account. Accounts that are removed from the product will be charged a monthly \$4.85 paper statement fee. If you re-register for Digital Banking after your eStatement and eNotice has been cancelled, you will be required to re-enroll for notifications.
- To enroll in eStatements and eNotices:
  - Log into your online banking account at [gulfbank.com](https://gulfbank.com).
  - Under User Preferences select Statement/Notice Delivery.
  - Select an account.
  - You will need to change the drop down from **Paper Statement and Notice** to **eStatement and eNotice**
  - Click **Save**

## 12. System Requirements

- For System Requirement details visit our website at: <https://gulfbank.com/digital-banking-system-requirements>

## 13. Alerts and Mobile Text Messaging

- Your enrollment in the Digital Banking Services includes access to mobile text messaging related services (collectively, **Text Banking Services**) and Alerts. By enrolling in the Digital Banking Services, you are providing Bank with your express consent permitting us to contact you as necessary to provide the Digital Banking Services (including sending text messages and push notifications to your mobile device). Such activities may include, but are not limited to, providing account alerts, confirming account activity, confirming mobile remote capture deposits, undertaking fraud prevention, servicing, or for any other purpose as provided in this Agreement. You agree that we may send text messages and push notifications through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. You agree to immediately notify GCB if you cease using the mobile phone number or change the mobile phone number you have provided to us.
- Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your

provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services. The Text Services are only available to customers who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. Message and data rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences.

#### **14. Bill Pay**

- The GCB Bill Pay service is offered through iPay and a separate Terms and Conditions will be provided for this service when you enroll. The iPay Bill Pay Terms and Conditions does not replace the Digital Banking Service Agreement but will serve as an addendum to the Digital Banking Service Agreement. You may direct GCB to make payments from your GCB demand deposit and other eligible accounts to third parties (payees) whom you have selected to receive payment. You may make payments through the Service to any business, merchant, or professional that generates a bill or invoice for products or services provided to you on your behalf (Business Payee) or to any individuals, family, or friends for non-business purposes (Individual Payees). Payments may be made only to payees with a U.S. payment address.

#### **15. Stop Payment Orders**

- Prior to placing the stop payment order, you MUST verify that the check you are stopping payment on has not cleared. Your account will be debited \$30.00 for each Stop Payment Order. Because of the large volume of items we process, we do not visually inspect each item. We use a computer system that allows us different methods of searching an item. Therefore, the item description(s) you give us must be EXACT or our computer system will not be able to identify the item, and this stop-payment order will not be effective.
- You and we will abide by the rules and regulations (as established by the Uniform Commercial Code or other law) governing Stop Payment Orders. To be effective, we must receive the Stop Payment Order in time to give us a reasonable opportunity to act on it, and before our stop-payment cutoff time. Stop Payment Orders are effective for 6 months after the date received and will automatically expire after that period unless renewed in writing. You must re-enter the Stop Payment Order through Digital Banking or visit your local Branch to renew your Stop Payment Order. You can only place Stop Payment Orders on checks through our Digital Banking system. To place a Stop Payment Order on an Automatic Debit, you must visit your local Branch and complete a Stop Payment Order form.

#### **16. External Transfers**

- Subject to the terms, conditions and limitations set forth in this Agreement, you may be permitted to use the Digital Banking Services(s) to perform (external transfers) from your GCB account to another account you own at another financial institution (provided such external account is located at a United States financial institution). External transfers are transfers that allow you to debit or credit your GCB account from an account at another financial institution that is owned by you. To access external transfers, you are required to provide the account and routing number of the account at the other financial institution to which you wish to debit or credit, and go through a verification process that uses micro deposits that may take anywhere from 1-3 business days to be deposited and debited from the other external account. You may only use external transfers for accounts at other financial institutions which are owned by the same person who is the customer on the GCB account to which external transfers are initiated through the Digital Banking Services(s). By accessing and/or making an external transfer, you represent and warrant to GCB that you are the owner of both the GCB account and the external account at the other financial institution. Once the external account

has been verified by you (through the confirmation of the amount of the micro deposit in the other external account), you are then permitted to transfer money to or from the external account. In the event that you do not own the other external account, despite your representation and warranty to the contrary, you hereby release, indemnify and hold GCB harmless for all liabilities and losses resulting or arising from or out of external transfers to accounts that you do not own. Except in the case of unauthorized access to your Digital Banking Services(s) for which you would not otherwise be liable to GCB under this Agreement, in no event will GCB bear any liability for any external transfer that is made to an account that is not owned by you (as the same is a violation of this Agreement). You can only transfer funds to and from domestic (United States) financial institutions. External transfers may take up to five (5) business days to process.

#### **17. Limit of GCB and Other Providers' Responsibility**

- GCB agrees to make reasonable efforts to ensure full performance of the Digital Banking Services. GCB will be responsible for acting only on those instructions sent through the Digital Banking Services which are actually received and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages you send. GCB is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software. Any information you receive from GCB can only be provided on a best efforts basis for your convenience and is not guaranteed. GCB is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. GCB is not responsible for any computer virus or related problems which may be attributable to the Digital Banking Services or to any services provided by any Internet Services Provider. In the absence of negligence on the part of GCB, none of GCB, any of its affiliates or any of their respective officers, directors, employees or agents, is responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of the Digital Banking Service. Because some states do not allow the exclusion of limitation of liability for consequential or incidental damages, in such states the liability of the foregoing entities and individuals is limited to the extent permitted by law. With respect to Bill Pay, GCB has no duty to monitor the payments that are made through the Service. If you are a business and an authorized representative of yours uses your Bill Pay Account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.

UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL GCB, ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS BE LIABLE TO YOU FOR INCIDENTAL, INDIRECT, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, DAMAGES FOR TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, OR PECUNIARY LOSS ARISING OUT OF YOUR USE OR YOUR INABILITY TO USE THE MY MONEY SERVICES; ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR THE MY MONEY SERVICES, INCLUDING ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN YOUR USE OF THE MY MONEY SERVICES; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE MY MONEY SERVICES; OR THE PURCHASE OR USE OF ANY GOODS OR MY MONEY SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE SITE OR THE MY MONEY SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN GCB AND YOU. GCB WOULD NOT BE ABLE TO PROVIDE THE DIGITAL BANKING SERVICES AND/OR THE MY MONEY SERVICES WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **18. Warranties Disclaimer**



GCB MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE DIGITAL BANKING SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS, AND THEN ONLY TO THE EXTENT, DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

WITH RESPECT TO THE MY MONEY SERVICES, YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE MY MONEY SERVICES, THE SITE, AND ALL INFORMATION, PRODUCTS, SERVICES, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE MY MONEY SERVICES OR THE SITE IS AT YOUR SOLE RISK; (b) THE MY MONEY SERVICES, THE SITE, AND ALL CONTENT AND PRODUCTS ASSOCIATED WITH GULF COAST BANK AND TRUST COMPANY ARE BEING PROVIDED AS IS AND AS AVAILABLE; (c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, GCB AND TRUST, ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE, THE MY MONEY SERVICES AND ANY THIRD-PARTY MY MONEY SERVICES, IN WHOLE OR IN PART, INCLUDING (i) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, FUNCTIONALITY, TITLE AND NON-INFRINGEMENT, (ii) REPRESENTATIONS AND WARRANTIES THAT THE SITE OR THE MY MONEY SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT THE QUALITY OF ANY PRODUCTS, MY MONEY SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE AND/OR THE MY MONEY SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, AND THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED, (iii) REPRESENTATIONS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING AND COURSE OF PERFORMANCE, (iv) ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE COMPREHENSIVENESS, COMPLETENESS, CORRECTNESS, LEGALITY, RELIABILITY OR ACCURACY OF THE MY MONEY SERVICES OR THIRD-PARTY MY MONEY SERVICES, IN WHOLE OR IN PART, (v) ANY WARRANTY THAT THE MY MONEY SERVICES WILL BE SECURE, UNINTERRUPTED, TIMELY, VIRUS-FREE OR ERROR-FREE, AND (vi) WARRANTIES RELATED TO THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE MY MONEY SERVICES, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MY MONEY SERVICES, THE CORRECTION OF DEFECTS IN THE MY MONEY SERVICES, OR THAT THE MY MONEY SERVICES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE OR SOFTWARE; (d) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SITE AND/OR THE MY MONEY SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK; (e) YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE MY MONEY SERVICES OR THIRD-PARTY MY MONEY SERVICES; AND (f) THE CURRENT STATE OF THE SITE AND THE MY MONEY SERVICES DOES NOT ALLOW FOR ERROR-FREE USE OF THE MY MONEY SERVICES AND THAT INTERRUPTIONS, CRASHES, DOWNTIME AND DELAY IN MY MONEY SERVICES MAY OCCUR.

**NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GCB THROUGH OR FROM THE MY MONEY SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.**

**19. No Other Use**

- You may use the Digital Banking Services only for your personal use and you may not reproduce, sell or distribute all or any portion of the information provided to you by the Digital Banking Services.

**20. Third-Party Software and Third-Party Content**

- From time to time, we may offer third-party software tools and products that you may elect to install on your computer (collectively Third-Party Software). You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software. From time to time, we may also offer information, commentary, and tools supplied by companies that are not affiliated with us (Third Party Content). All of the Third-Party Content on the Website is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to the Website. We do not own any interest in Third-Party Content. We do not edit, review, or endorse any Third-Party Content. You agree and understand that:

- You assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software, may be accessed by unauthorized third parties; and
  - If you use the Third-Party Software to transmit information, you and the Third-Party-Software provider are responsible for the security and confidentiality of that information.
- You agree that any Third-Party Software that you download is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device.
- You also agree that you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software. You also agree that any Third-Party Software you download is provided to you as is and as available and any Third-Party Content you review or utilize is provided to you **as is**. You agree that we make no warranties and have no liability as to:
  - The accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated or processed through the Third-Party Software or Third-Party Content;
  - The errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you; and
  - The Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.
  - You also agree that we will not be liable to you for:
    - Your inability to use the Third-Party Software;
    - The accuracy, timeliness, loss or corruption, or misdelivery, of any Account information or any other information processed by the Third-Party Software; or
    - Unauthorized access to your Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

**21. Disclosure of Account Information to Third Parties**

- We may disclose information to third parties about your account or the transactions you make:
  - Where it is necessary for completing transactions or resolving errors involving the Services
  - In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant
  - In order to comply with government agency rules, court orders, or other applicable law
  - To our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law
  - If you give us your permission

**22. Authorization to Obtain Information**

- You agree that we may obtain and review your credit report from a credit bureau or similar entity. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

**23. Indemnification**

- You agree, at your expense, to defend, indemnify, hold harmless, protect and fully compensate GCB, its affiliates, and their respective officers, directors, employees, consultants, agents, distributors, partners, licensors and third-party providers from any and all claims, liability, damages, losses, expenses and costs (including attorneys' fees) caused by or arising from (a) a third-party claim, action or allegation of infringement based on your use of the Digital Banking Services and/or My Money Services, or information, data, files or other content you submitted or uploaded; (b) any fraud, manipulation, or other violation of Law by you; (c) a breach of these Terms by you; (d) your acts or omissions; or (e) any third-party claim, action or allegation brought against GCB arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any Digital Banking Services and/or My Money Services. For the avoidance of doubt, if you are a business entity, your obligations hereunder shall extend to indemnification based on the acts and omissions of your employees, consultants and agents.

**24. Cost of the Digital Banking Services**

- There are currently no monthly service charges or transaction fees for GCB's Digital Banking Services with the exception of ancillary services you may agree to. You are responsible for paying any other charges as set forth in any applicable Fee Schedule provided to you by GCB as may be

modified from time to time by GCB. You are also responsible for all telephone, internet, data or other access charges you incur in connecting to the Digital Banking Services as well as all charges assessed by any Internet Service Provider you use.

**25. Changes in Terms**

- GCB may change the Digital Banking Services and the terms, including fees, set forth in this Agreement or in GCB Bill Payment Agreement and Fee Schedule at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. You understand that, by using the Digital Banking Services after a change becomes effective and after you are notified of the change, you are agreeing to the change.

**26. Cancellation**

- If you want to terminate your access to the Services, call us at (504)561-6124. We reserve the right to terminate the Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your PIN or password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

**27. Severability**

- In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable.

**28. Governing Law**

- The terms and conditions of this Agreement, and any issue relating to an account or service with GCB which you access through the Digital Banking Services, shall be governed by and construed in accordance with the laws of the State of Louisiana.

**29. Jurisdiction and Venue, Waiver of Jury Trial Rights**

- Any legal proceeding arising out of or in any way relating to this Agreement or your relationship with GCB must be brought in the courts of the State of Louisiana, Orleans Parish, or, if it has or can acquire jurisdiction, in the United States District Court for the State of Louisiana, and by entering this Agreement or using or accessing any of the Digital Online and Banking Services provided for herein, you hereby irrevocably submit and consent to the exclusive jurisdiction of such courts in any such proceeding, and waive any challenge to the personal jurisdiction of such courts. For any legal proceeding arising out of or in any way relating to this Agreement or your relationship with GCB, you hereby agree and consent to the exclusive venue for any legal action or proceeding shall be in Orleans Parish, Louisiana and you further agree that any dispute between or among you and us, regardless of when it arose, will, upon demand by either you or us, be resolved by a court and not a jury and the parties hereby waive the right to a jury trial.

**30. Class Action Waiver**

- You agree that any claim you may have against GCB including GCB's past and present employees and agents, shall be brought individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against GCB.

**31. Assignment**

- You may not transfer or assign your rights or duties under this Agreement.

**32. Entire Agreement**

- This Agreement is the entire agreement between you and GCB regarding your use of the Digital Banking Services, and it supersedes any prior discussions and agreements between you and GCB regarding the Digital Banking Services, and supersedes any marketing or other similar material pertaining to the Digital Banking Services delivered to you in writing, verbally or obtained at any GCB site or the site of any Internet service provider.

**33. Interruptions in Services**

- GCB may on a regular basis perform maintenance on GCB equipment or systems which may result in interruption of the Digital Banking Services. GCB will not incur any liability to you as a result of any such interruptions.

**34. Web Site Terms and Conditions**

- PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS WEBSITE. BY ACCESSING OR USING THIS WEBSITE, YOU

AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY GCB FROM TIME TO TIME.

**35. No Warranty**

- THE INFORMATION AND MATERIALS CONTAINED IN THIS SITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED *AS IS, AS AVAILABLE*. GULF COAST BANK AND TRUST COMPANY DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIALS.

**36. Limitation of Liability**

- Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Services or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment, mobile phone and/or tablet.

## Consumer and Business Bill Pay Terms and Conditions

This is your bill paying agreement with Gulf Coast Bank and Trust Co. You may use Gulf Coast Bank and Trust Co. bill paying service, iPay Solutions, to direct Gulf Coast Bank and Trust Company to make payments from your designated checking account to the Payees you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect governing your account.

### **Service Definitions**

**Service** means the bill payment service offered by Gulf Coast Bank and Trust Co through iPay Solutions.

**Agreement** means these terms and conditions of the bill payment service.

**Payee/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.

**Payment Instruction** is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

**Payment Account** is the checking account from which bill payments will be debited.

**Billing Account** is the checking account from which all Service fees will be automatically debited.

**Business Day** is every Monday through Friday, excluding Federal Reserve holidays.

**Scheduled Payment Date** is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**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.

**Scheduled Payment** is a payment that has been scheduled through the Service but has not begun processing.

### **Establishing Payees Payments:**

**Payees:** If you want to add a new Payee, first select the Payee tab located in the bill pay service. The Financial Institution reserves the right to refuse the designation of a Payee for any reason.

**Payments:** You may add a new payment to a Payee by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made by using the service. You may pay any Payee

with-in the United States. The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

**Processing Information:** Subscribers choose the day they want the payment to be delivered. The system calculates the process date so the payment arrives on time. Electronic Payments will be debited from the payment account on the deliver by date. Payments processed as Draft Checks will be withdrawn from the payment account when the Payee/Biller negotiates the item. A Payment will be processed on the business day that you designate provided that the payment is submitted prior to the daily cut off time of 3:30 pm CST. A payment submitted after the cut off time will be processed on the next business day.

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

#### **Failed or Returned Transactions:**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed and you will be notified by the Financial Institution.

#### **Cancelling a Payment**

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. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. The process for a stop payment will depend on the payment method and whether the item has cleared the bank account. If you desire to stop a payment that has already been processed, you should contact Customer Service. Every effort will be made to accommodate your request, the service will have no liability for failing to do so. You may also be required to present your request in writing within (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

#### **Liability**

You are solely responsible for controlling the safekeeping of and access to the services. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. The Financial Institution 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 Financial Institution is not liable for any failure to make a bill payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a bill payment. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.

#### **Additional Liability for Business Customers:**

If you want to terminate another person's authority to use the Bill Pay service, you must notify the Financial Institution.

#### **Amendment**

This Agreement may be altered or amended from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

#### **Termination**

The Financial Institution has the right to terminate this agreement at any time. In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact Customer Service via one of the following:

Telephone us at 855-876-0873 during Customer Service hours of 6:30am until 1:00am CST; and/or

Write us at:

Gulf Coast Bank and Trust Co

2626 N. Arnoult Rd

Metairie, LA 70002

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### **Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

**Information provided to the Biller** - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

**Activation** - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

**Authorization to obtain bill data** - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

**Notification** - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

**Cancellation of electronic bill notification** - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**Non-Delivery of electronic bill(s)** - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

**Accuracy and dispute of electronic bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should notify us via one of the following:

Telephone us at 800-223-2060 during Customer Service hours of 6:30am until 1:00am CST;  
Contact us by using the application's messaging feature; and/or,

Write us at:

Gulf Coast Bank and Trust Co  
2626 N. Arnoult Rd  
Metairie, LA 70002

Notification should include:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

We will tell you the results of our investigation within twenty (20) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. We will ask you to submit your complaint or question in writing and may require a police report or affidavit. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation.

## **Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

## **Service Fees and Additional Charges**

At this time there are no fees charged for the basic services of our Digital Banking Service or Bill Pay Services. Fees for optional services are:

- \$1.99 for Donation Checks
- \$2.99 for GiftPay Checks
- \$9.95 for Second Day Rush Payments
- \$14.95 for Next Day Rush Payments
- \$45 for Stop Pay request processed by GCB or \$30.00 if placed by you in Digital Banking. You can telephone us at 855-876-0873 during customer service hours of 6:30am until 1:00am CST to obtain a check number.

Additional Fees may be established by Bank at any time.

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **Exclusion of Warranties**

The service and related documentation are provided as is without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

### **Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made within the application. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **Assignment**

You may not assign this Agreement to any other party. The service may assign this agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

### **No Waiver**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.