



**GULF COAST BANK**  
& Trust Company

200 St. Charles Ave., New Orleans, LA 70130 ❖ 504-561-6124 ❖ 1-800-223-2060

## TRUTH IN SAVINGS DISCLOSURE

**Account Type:** Select Checking

**Account #:** \_\_\_\_\_

**Date:** 12/9/2020

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

### Eligibility

- ❖ Available to individuals who maintain:
  - ❖ \$250,000 in GCB qualifying personal/consumer deposit accounts **or**
  - ❖ \$500,000 in GCB qualifying personal/consumer deposit accounts and qualifying commercial deposits **or**
  - ❖ \$500,000 in GCB qualifying personal/consumer deposits and investment dollars with GCB Wealth Management
  - ❖ See page 2 for Qualifying accounts
- ❖ If total prior end of month current month to date balances in qualifying accounts or investments do not meet the GCB Select Banking Account customer eligibility requirements for three consecutive months, Gulf Coast Bank will convert your **Select Checking Account** to an **Interest Checking Account** and all of the terms and conditions of the Interest Checking Account will apply. See Interest Checking Disclosure for complete details.

### Minimum Balance Requirements

- ❖ A minimum deposit of \$1,000 is required to open account

### Service Charges

- ❖ There is no monthly service cycle charge for this account.

### Additional Fees

- ❖ A \$5.00 monthly Dormant fee will be assessed if your account reaches Dormant account status.(See Additional Terms on Page2.)
- ❖ See Notice of Disclosure for Services and Fees for a list of additional fees that may apply.

### Variable Rate

- ❖ The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.
- ❖ The initial interest rate and annual percentage yield for your account is tiered and is determined by the rate tier that your initial deposit falls into on the date your account is opened.
- ❖ Account Interest Rate Tiers

Balance Tier	Interest Rate	Annual Percentage Yield (APY)
\$ 25,000 and above	0.40%	0.40%
\$ 0.01 - \$ 24,999.99	0.30%	0.30%

- ❖ The interest rate and annual percentage yield stated above are accurate as of the date printed above. If you would like more current rate and yield information please call us at one of the numbers listed above.
- ❖ Fees may reduce earnings.

### Frequency of Rate Change

- ❖ At our discretion, we may change the interest rate on your account at any time.

### Accrual of Interest on Noncash Deposits

- ❖ Interest will begin to accrue the next business day following the day of your opening deposit.

**Compounding, Crediting and Balance Computation**

- ❖ Interest is compounded monthly. Interest will be credited at the end of each statement cycle.
- ❖ There is no minimum balance required to earn interest.
- ❖ If you close your account before interest is credited, you will not receive the accrued interest.
- ❖ We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily periodic rate may vary.
- ❖ The period we use is days in statement cycle.

**Additional Terms**

- ❖ Your account will be placed in Dormant Status after 12 months of inactivity. While your account is dormant, any applicable monthly service charges and monthly paper statement fees will be waived. You will no longer receive periodic statements and/or eStatement notifications. Upon reactivating your account, you will begin to receive a periodic statement and all fees associated with the account product will be assessed, unless you meet the balance requirements if applicable.

**Additional Benefits Available**

- ❖ Free special GCB Select checks - ordered through GCB's vendor; fees may apply for other check designs and supplies.
- ❖ Eligible to apply for a Select Money Market Account - see Select Money Market Disclosure for complete details.
- ❖ Special design GCB Select debit card.
- ❖ ATM fees will be refunded on the following statement cycle.
- ❖ No fees for foreign currency.
- ❖ Free Safe Deposit Boxes (subject to availability).
- ❖ Free eStatement or paper statements
- ❖ No charge for Cashier's checks, wires, and stop payments generated from this account.

**Loan Benefits:**

- ❖ No closing cost on an approved GCB Home Equity Line of Credit (HELOC) up to \$250,000. Subject to normal credit and product qualifications. See Select Banking Home Equity Line of Credit Disclosure for complete details.
- ❖ Discounted rates on Select Banking loan products. Subject to normal credit underwriting and product qualifications. Cannot be combined with any other discount.
- ❖ Eligible for Gulf Coast Mortgage Division loan processing/underwriting fee discount of \$500.00 (subject to normal credit and program qualifications).
- ❖ To be eligible for the SELECT Banking loan benefits a customer must meet one or more of the minimum balance requirements listed below.
  - ❖ \$250,000 in GCB qualifying personal/consumer deposit accounts **or**
  - ❖ \$500,000 in GCB qualifying personal/consumer deposit accounts and qualifying commercial deposits **or**
  - ❖ \$500,000 in GCB qualifying personal/consumer deposits and investment dollars with GCB Wealth Management

**Qualifying GCB deposits and investments include the following:**

- ❖ Personal/consumer checking accounts, personal/consumer savings accounts, certificate of deposits, IRAs and HSAs, informal revocable trusts such as POD (Payable on death) ITF (in trust for), formal revocable or irrevocable trusts such as living, family trusts, succession accounts, Fiduciary accounts (LUTMA, Representative payee, decedent estate accounts, real estate or other escrow accounts), IOLTA accounts.
- ❖ Commercial/Small Business checking accounts, Commercial/Small Business savings accounts and Commercial/Small Business CDs.
- ❖ Investment dollars with GCB Wealth Management (Gulf Coast Wealth Management securities offered through LPL Financial, Member FINRA/SIPC). Insurance products offered through LPL Financial or its licensed affiliates.
- ❖ The following accounts are NOT eligible for qualifying deposits:
  - Direct Online CDs, Tuition lending checking/savings, MSB Checking, Non- Profit Checking, Public Funds, BC Participation accounts and Brokered CDs/money market accounts.



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## TRUTH IN SAVINGS DISCLOSURE

**Account Type:** Interest Checking converted from Select Checking

**Account #:** \_\_\_\_\_

**Date:** 12/15/2020 \_\_\_\_\_

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

### Minimum Balance Requirements

- ❖ A minimum deposit of \$20 is required to open account

### Service Charges

- ❖ There is no monthly service charge for this account.
- ❖ Monthly Paper Statement fee of \$4.85.  
Monthly paper statement fee waived if one of the following is met:
  - ❖ Average month to date balance of \$5,000 or greater OR
  - ❖ Average month to date balance of \$25,000 or greater in qualifying deposits (See Additional Terms for qualifying accounts) OR
  - ❖ Account is set up for eStatements
- ❖ If the primary account holder decides to cancel their eStatement at any time or we have reason to believe that they are not receiving their eStatement or eNotification, a \$4.85 monthly paper statement fee will be assessed unless the average month to date balance of \$5,000 or greater OR average month to date balance of \$25,000 or greater in qualifying deposits applies.
- ❖ The primary account holder must maintain an active internet banking account and current , active email address.  
(See Gulf Coast Bank and Trust Co. Internet Banking and eSign Disclosure)

### Additional Fees

- ❖ A \$5.00 monthly Dormant fee will be assessed if your account reaches Dormant account status. (See Additional Terms on Page 2.)
- ❖ See Notice of Disclosure for Services and Fees for a list of additional fees that may apply.

### Qualifications

- ❖ To receive the higher Annual Percentage Yield and ATM refunds on ATM transactions, you must perform the following per statement cycle:
  1. Have at least 12 Gulf Coast Bank and Trust issued debit card transactions post and settle per statement cycle.
  2. Have at least one Automatic Payment, Gulf Coast Bank Bill Payment or Direct Deposit post and settle per statement cycle.

#### Please Note:

- ❖ ATM transactions, including debit card transactions processed by merchants and received by the bank as ATM transactions, refunds for Point of Sale purchases, and internal transfers **do not** count towards qualifying debit card transactions for purposes of earning a higher Annual Percentage yield and ATM refunds within the Interest Checking Account. Only debit card transactions processed by merchants and received by the bank as POS (Point of sale) transactions count towards qualifying debit card transactions.
- ❖ Transactions **MUST** post to and settle your account during the statement cycle. They may not be in a pending state to qualify as one of the transactions. Transactions may take one or more banking days from the date the transaction was made to post to and settle an account.

### Statement Cycle

- ❖ Your statement will cut on the 15th of the month. If the 15th falls on a Saturday or Sunday, your statement will cut on the Friday before the 15th. If the 15th falls on a Federal Holiday, your statement will cut on the previous business day.

**Interest Rate and Rewards**

- ❖ This is a variable rate account

	With a daily balance of:	What you get		
		Interest Rate	Annual Percentage Yield (APY)	ATM Fee Refunds
<b>IF QUALIFICATIONS ARE NOT MET</b>	All balances	0.05%	0.05%	None
<b>IF QUALIFICATIONS ARE MET</b>	Portion up to \$20,000.00	0.75%	0.75%	ATM fees will be refunded up to a limit of \$25.00 per statement cycle
	Portion \$20,000.00 and over	0.50%	APY will range from 0.50% to 0.75% depending on the balance in the account	

- ❖ The interest rate and annual percentage yield stated above are accurate as of the date printed on Page 1. If you would like more information, please call us at one of the phone numbers listed on page 1.
- ❖ The interest rate and annual percentage yield for your account depend upon the applicable rate tier and whether or not you meet the qualifications for the statement cycle. The interest rate and annual percentage yield for these tiers may change.
- ❖ All customers will qualify for the first statement cycle, unless this is an existing account converting from an Interest Checking Combo Account.
- ❖ Fees may reduce earnings.

**Frequency of Rate Change**

- ❖ At our discretion, we may change the interest rate on your account at any time.

**Accrual of Interest on Noncash Deposits**

- ❖ Interest begins to accrue the next business day following the day of your opening deposit.

**Compounding, Crediting and Balance Computation**

- ❖ Interest is compounded monthly. Interest will be credited at the end of each statement cycle.
- ❖ There is no minimum balance required to earn interest.
- ❖ If you close your account before interest is credited, you will not receive the accrued interest.
- ❖ We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily periodic rate may vary.
- ❖ The period we use is days in statement cycle.

**Additional Terms**

- ❖ If the primary account holder has enrolled in eStatements, they will receive an email notification when their statement is ready for viewing at [www.gulfbank.com](http://www.gulfbank.com). (see Gulf Coast Bank & Trust Co. Internet Banking and eSign Disclosure). Images of processed items are available online. Active internet banking account and email address is required at all times.
- ❖ If the primary account holder is not actively enrolled in eStatements at any time, for any reason, they will receive a monthly paper statement mailed to their address of record. (See Additional Fees on Page 1)\*
- ❖ There is a limit of one account per Social Security number.
- ❖ ATM fees will be refunded to your account each cycle that qualifications are met; up to a limit of \$25.00 per statement cycle. ATM fees will not be refunded for each cycle qualifications are not met.
- ❖ Your account will be placed in Dormant Status after 12 months of inactivity. While your account is dormant, any applicable monthly service charges and monthly paper statement fees will be waived. You will no longer receive periodic statements and/or eStatement notifications. Upon reactivating your account, you will begin to receive a periodic statement and all fees associated with the account product will be assessed, unless you meet the balance requirements if applicable.
- ❖ This account does not qualify for Debit/Credit Card Reward points.
- ❖ Check printing fees may apply - Prices will vary.
- ❖ If account is being converted from an existing Gulf Coast Bank Checking Account, conversion will NOT take place until the next statement cycle of your existing account. Subsequent statement cycles will be on the 15th of the month. Any accrued interest will be credited and any applicable fees will be assessed on the day the account is converted.
- ❖ Qualifying deposits includes all personal or business checking, savings or certificates of deposits that are directly linked to this account.



**GULF COAST BANK**  
& Trust Company

**Refer A Friend**

**Personal Account Terms and Conditions Addendum**

**Account Type:** \_\_\_\_\_

**Account #:** \_\_\_\_\_

**Date:** 1/11/2021

**Eligibility and requirements: To qualify for this promotion and receive \$50.00 credit to your account you must be referred by an existing Gulf Coast Bank customer and must register by following the link provided in the referral email or text received from the referring Gulf Coast Bank customer, AND you must meet ALL of the following requirements:**

- Open a new personal checking account (Free Checking, Interest Checking, Interest Checking Combo, Rewards Checking, Easy Checking, Educator Plus Checking, and Select Checking) within 90 days after receiving the official email or text referral offer.
- Have at least one direct deposit credited to this account within 60 days from the date the account is opened or at least one ACH debit posted to the account within 60 days from the date the account is opened.
- The personal checking account must remain open for at least 60 days from the account opening date.

**Gulf Coast Bank & Trust** may change or terminate this offer at any time without notice. **Offer valid only for Louisiana and Mississippi residents.**

**Additional Terms and Conditions:**

- ❖ If you meet all the requirements for this bonus offer, we will deposit the \$50 Refer A Friend bonus incentive directly into your new personal checking account within 30 days following the month end in which the 60 days qualification period ends.
- ❖ The new personal checking account must be open and have a positive balance in order to receive the Bonus cash incentive. Your account does not qualify for the cash incentive until you provide all of the information we require in connection with opening the account. This includes information we require to identify each account owner, as well as all requirements for the personal checking account product selected.
- ❖ All account applications are subject to our normal approval process.
- ❖ Louisiana residents may open a personal checking account online at [gulfbank.com](http://gulfbank.com) or at a Gulf Coast Bank Branch.
- ❖ Mississippi residents must open their account at a Gulf Coast Bank Branch.
- ❖ The minimum deposit required to open a personal checking is \$20, except for Educators Plus which is \$100 or Select Checking which is \$1,000.
- ❖ Offer available for new customers or existing customers that do not currently have a personal checking account as of the date of the new account opening.
- ❖ Health Savings accounts, and non-personal checking or savings accounts are not eligible. This includes Trust Accounts, Fiduciary accounts, Succession accounts.
- ❖ The Referred Person (friend) may only receive one bonus award for opening an account and completing the requirements.
- ❖ When opening a Gulf Coast Bank & Trust Company personal checking account, you must provide the same email address used when registering for the Refer A Friend promotion.
- ❖ If all of the requirements are met, the Gulf Coast Bank & Trust customer making the referral will also receive the \$50 Refer A Friend bonus either by crediting their GCB checking or savings account or by receipt of a \$50 Gulf Coast Bank MasterCard® gift card.
- ❖ To make a referral, the Referrer must register for the program online at <https://gulfbank.royalreferralcenter.com>, agree to the Terms and Conditions, and submit a valid email address for both the Referrer and each Referred Person.
- ❖ A Referrer may receive up to ten (10) direct deposits in increments of \$50 (\$500 value) within a calendar year, but only one Referrer may receive a cash bonus for each Referred Person that fulfills the requirements (the first Referrer who enters information for a Referred Person will be the eligible Referrer).
- ❖ Due to customer's privacy, we will not disclose the identity of the customers who have opened an account to the referring customer. You will need to notify your friend if you wish to make them aware that you have opened an account through the Refer A Friend promotion.
- ❖ Bonuses are considered interest and will be reported on IRS form 1099-Int.
- ❖ Bonus offer cannot be combined with any other offer and is limited to one Bonus cash award only.
- ❖ GCB employees are not eligible to participate.



**GULF COAST BANK  
& Trust Company**

**Notice of Disclosure for  
Services and Costs**

**\*\*These fees are effective September 1, 2017**

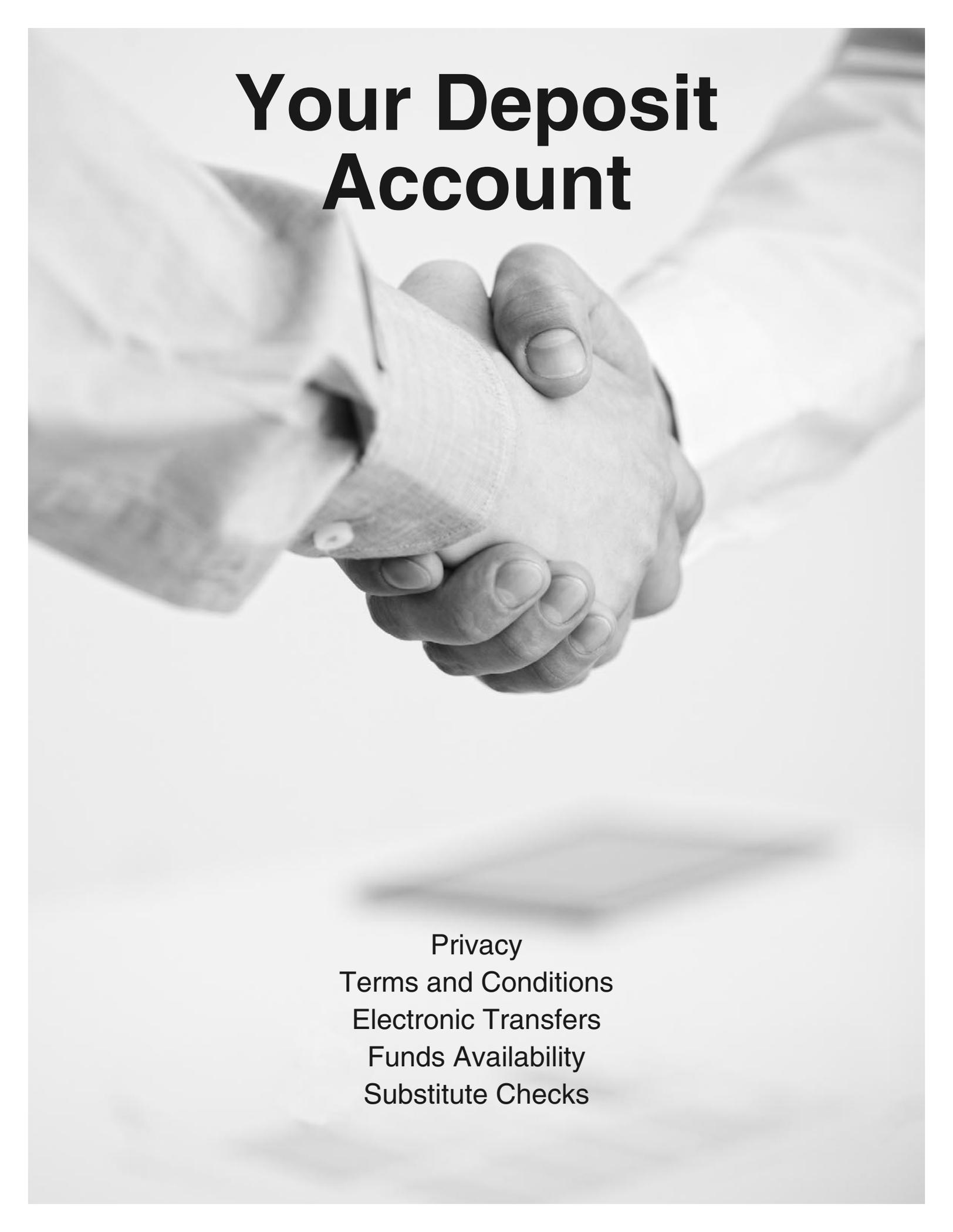
24-hour Coastal Connection response line.....	Free
Account Activity Printout.....	\$5.00
Account Closed by Mail.....	\$10.00
Account Research (per hour).....	\$35.00
ATM/Debit Card (replacement card).....	\$5.00
ATM/Debit Card Rush Order.....	\$45.00
Cashiers Checks.....	\$8.00
Coin/Currency deposited (per 1,000).....	\$1.50
Coin Provided (per roll).....	\$ .10
Collection Item.....	\$25.00
Community Cash ATM Inquiry.....	Free
Community Cash ATM Transactions.....	Free
Counter/Temporary Checks (5).....	\$1.00
Currency Provided (per \$100).....	\$ .10
Deposit or Check Copy.....	\$3.00
Deposited Check/Item Returned Unpaid.....	\$8.00
Early Closeout Fee (Savings < 6 months).....	\$10.00
eStatement.....	Free
Inactive/Dormant Account Fee.....	\$5.00
Loan payment by phone (ACH or Draft).....	\$10.00
Money Orders.....	\$5.00
Money Service Business Monitoring Fee (MSB).....	\$425.00
Non-Bank Financial Institution (NBFI) Monitoring.....	\$100.00
NSF/Overdraft Paid Fee (per presented item)*.....	\$35.00
NSF/Overdraft Return Fee (per presented item)*.....	\$35.00
Online Banking @ gulfbank.com.....	Free
Online Bill Pay @ gulfbank.com.....	Free
Paper Statement.....	\$4.85
Return Statement Fee.....	\$5.00
Savings/Money Market OD Transfer**.....	\$10.00
Statement (Duplicate Copy).....	\$5.00
Stop Payments.....	\$45.00
Subpoena (per hour/one hour minimum).....	\$85.00
Telephone Transfer Fee.....	\$5.00
Wire Transfer Incoming (domestic).....	\$25.00
Wire Transfer Incoming (foreign).....	\$25.00
Wire Transfer Outgoing (domestic).....	\$25.00
Wire Transfer Outgoing (foreign).....	\$45.00

International Exchange rate for MasterCard transactions processed outside of the US are based on the wholesale currency market rates or the government mandated rate in effect on the day of settlement.

The above fees may be assessed against your account at the time you request an additional service.

\*Fee will be charged each day a transfer occurs.

\*\*The fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal or other electronic means each time the item is presented for payment. We will not charge an NSF/Overdraft fee if your account balance is overdrawn \$25.00 or less.



# Your Deposit Account

Privacy  
Terms and Conditions  
Electronic Transfers  
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**FACTS****WHAT DOES GULF COAST BANK AND TRUST CO. DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>● Social Security number</li> <li>● Income</li> <li>● Account balances</li> <li>● Payment history</li> <li>● Transaction history</li> <li>● Credit history</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
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<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Gulf Coast Bank and Trust Co. chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does Gulf Coast Bank and Trust Co. share?	Can you limit this sharing?
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call 504-561-6124 or 800-223-2060 or go to <a href="http://Gulfbank.com">Gulfbank.com</a>
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What We Do	
<b>How does Gulf Coast Bank and Trust Co. protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Gulf Coast Bank and Trust Co. collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>● Open an account</li> <li>● Pay your bills</li> <li>● Apply for a loan</li> <li>● Use your credit or debit card</li> <li>● Make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>● <i>Gulf Coast Bank and Trust Co. does not share with our affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>● <i>Gulf Coast Bank and Trust Co. does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>● <i>Our joint marketing partners include financial investment companies.</i></li> </ul>

## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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

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

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

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

**LIABILITY**- You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (in solido) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

### **WITHDRAWALS** -

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

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

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not

specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

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

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

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

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

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining your available balance** - Gulf Coast Bank authorizes transactions using the available balance in your account. The Available Balance is the most current record we have about the funds that are available for your use or withdrawal. It includes all deposits and withdrawals that have been posted to your account then adjusts for any holds on recent deposits and any pending transactions that are known to the bank. This balance may not reflect all of your transactions, such as checks you have written or debit card transactions that have been authorized but not yet submitted for payment by the merchant. Gulf Coast Bank may place a hold on deposited funds in accordance with our Deposit Account Agreement and Disclosure, which will reduce the amount of your available balance.

**Determining your account balance** - Gulf Coast Bank pays transactions using the ledger balance less any holds on deposited funds plus the amount of the Overdraft Privilege limit and any available Overdraft Protection. The ledger balance includes all deposits and withdrawals that have been posted to your account.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit into your checking account will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**Payment order of items** - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process on us over the counter items first, by dollar amount - smallest to largest on the day they are processed. We process ATM withdrawals second, by dollar amount - smallest to largest on the day they are processed. We process debit card transactions third, by dollar amount - smallest to largest on the day they are processed. We process ACH items fourth, by dollar amount - smallest to largest on the day they are processed. We process inclearing checks fifth, by dollar amount - smallest to largest on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

**Joint Account** - This is an account in the names of two or more persons. Any one of such persons, acting alone, has complete access to the account. Upon the death of any party to such account, we are permitted to pay the account balance to the surviving parties, but this authority protects us only. The surviving joint parties may be liable to the heirs, legatees, or creditors of the deceased party to the extent the funds withdrawn by the survivors were owed to the deceased. If any party to a joint account sends notice to us to prevent withdrawals from the account by another party or parties, we may require the party to withdraw the balance and close the account or we may refuse to allow any further withdrawals from the account except upon the written consent of all parties to it. The remedy we choose is entirely at our discretion.

**Revocable Trust or Pay-on-Death Account** - If two or more of you create such an account, you own the account jointly and the respective interests of each of you shall be deemed equal, unless otherwise stated in our account records. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, unless otherwise stated in our account records. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

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

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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

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

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account are described elsewhere.

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

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

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

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

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

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

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

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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

**AUTHORIZED SIGNER (Agent) (Individual Accounts only)** - A single individual is the owner. The authorized signer (hereinafter "agent") is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

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

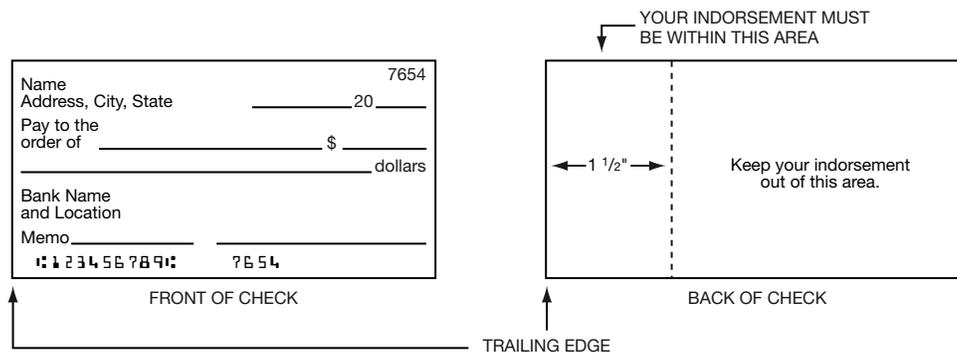
**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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

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

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

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



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

These indorsement guidelines apply to both personal and business checks.

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

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

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

**ACCOUNT SECURITY -**

**Duty to protect account information and methods of access** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

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

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

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

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

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

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

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

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**SUB-ACCOUNTS** - Under Federal law, the Bank is required to classify our deposits a certain way for regulatory reporting purposes. These regulatory reports determine the amount of reserve balances that the Bank must keep at the Federal Reserve Bank. This Account consists of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. If a sixth transfer during a calendar month occurs, any funds in the savings sub account will be transferred back to the checking sub account. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. If your Account is non-interest bearing, the savings sub account will be non-interest bearing. The saving sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

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## **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

**Telephone Transfers - types of transfers** - You may access your account by telephone 504-561-6123 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from checking to loan accounts with us
- get checking account(s) information
- get savings account(s) information

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your ATM card and personal identification number or debit card and personal identification number, to:

- make deposits to checking account(s) and savings account(s)
- get cash withdrawals from checking account(s)
  - you may withdraw no more than \$500.00 per day, not applicable for HSA Debit cards
- get cash withdrawals from savings account(s)
  - you may withdraw no more than \$500.00 per day
- transfer funds from savings to checking account(s)
- transfer funds from checking to savings account(s)
- get checking account(s) information
- get savings account(s) information

Some of these services may not be available at all terminals.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

**Types of Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$3,000.00 in PIN-based transactions per day. The total of pending PIN-based and signature-based transactions may not exceed \$3,000.00, \$500.00 for Easy Student Debit card, \$1,000.00 for HSA Debit card.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

**Currency Conversion and Cross-Border Transaction Fees.** If you effect a transaction with your Mastercard®-branded Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency

conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**Computer Transfers - types of transfers** - You may access your account(s) by computer through the internet by logging onto our website at [www.gulfbank.com](http://www.gulfbank.com) and using your user name and password, to:

- transfer funds between checking and savings
- transfer funds from your account with Gulf Coast Bank to your account with another financial institution
- transfer funds from your account with another financial institution to your account with Gulf Coast Bank
- make payments from checking to loan account(s) with us
- make payments from your account with Gulf Coast Bank to pay bills
- make payments from your account with Gulf Coast Bank to pay individuals
- get checking account(s) information
- get savings account(s) information

Additional disclosures and specific terms and conditions for using online services will be provided when you enroll.

Transfers made to your Health Savings Account will default to Current Year Contributions.

Transfers made from your Health Savings Account will default to Current Year Distributions.

**Mobile Banking Transfers - types of transfers** - After you have registered for mobile banking at [gulfbank.com](http://gulfbank.com), you may access your account(s) through the browser on your mobile device by downloading and using our mobile banking app and using your access ID, personal identification number (PIN), and unique password link, to:

- transfer funds between checking and savings
- make payments from checking to loan account(s) with us
- get checking account(s) information
- get savings account(s) information
- locate a branch or ATM

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a savings or money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card or similar order to third parties are limited to six per monthly statement cycle. If you exceed the transfer limitations set forth above, your account shall be subject to closure.

#### FEES

- We do not charge for direct deposits to any type of account.
- A replacement fee will be charged for damaged, lost or stolen ATM or Debit Cards (see separate fee schedule).

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). If you meet monthly qualifications for Interest Checking or Interest Checking Combo, ATM fees will be reimbursed up to a maximum of \$25.00 per monthly qualification cycle. NOTE: ATM withdrawals do not count as qualifying debit card transactions for purposes of earning a higher Annual Percentage Yield and ATM refunds within the Interest Checking or Interest Checking Combo accounts.

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 504-561-6124 or 800-223-2060 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

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

#### PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

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

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.

- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### **CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

#### **UNAUTHORIZED TRANSFERS**

##### **(a) Consumer liability.**

• *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• *Additional Limits on Liability for Mastercard®-branded Debit Card.* You will not be liable for any unauthorized transactions using your Mastercard®-branded Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

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

#### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

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

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

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

GULF COAST BANK AND TRUST COMPANY

200 ST. CHARLES AVE.

NEW ORLEANS, LA 70130

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 504-561-6124 or 800-223-2060

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

#### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look

genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.

7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

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## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

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

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit after the ATM cutoff time, we will consider the deposit to have been made on the next business day. The ATM screen will notify you of the cutoff time.

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

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

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

### SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

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## SUBSTITUTE CHECKS AND YOUR RIGHTS

### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Gulf Coast Bank & Trust Company  
200 St. Charles Ave.  
New Orleans, LA 70130

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: Any additional information that the bank deems necessary (the check number, the name of the person to whom you wrote the check, etc.) to allow the bank to investigate the claim.

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## **DISCRETIONARY OVERDRAFT PRIVILEGE POLICY**

It is the policy of Gulf Coast Bank and Trust to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Deposit Account Agreement and Disclosure provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and Gulf Coast Bank and Trust with regard to your checking account. The Deposit Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Policy and the Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from your Gulf Coast Bank and Trust officer.

Gulf Coast Bank's Discretionary Overdraft Privilege Program is an Opt In program. It is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your overdraft privilege and the amount of the overdraft fee. Gulf Coast Bank and Trust is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Gulf Coast Bank authorizes transactions using the available balance in your account. The Available Balance is the most current record we have about the funds that are available for your use or withdrawal. It includes all deposits and withdrawals that have been posted to your account then adjusts for any holds on recent deposits and any pending transactions that are known to the bank. This balance may not reflect all of your transactions, such as checks you have written or debit card transactions that have been authorized but not yet submitted for payment by the merchant. Gulf Coast Bank may place a hold on deposited funds in accordance with our Deposit Account Agreement and Disclosure, which will reduce the amount of your available balance. If you are participating in the Overdraft Privilege Plan, then your available balance will also include the limit of your plan and any other overdraft plan that you selected.

Gulf Coast Bank pays transactions using the ledger balance less any holds on deposited funds plus the amount of the Overdraft Privilege limit and any available Overdraft Protection. The ledger balance includes all deposits and withdrawals that have been posted to your account.

Gulf Coast Bank will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within three business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an Overdraft Fee may be assessed. Any discretionary payment by Gulf Coast Bank and Trust of an overdraft check (or item,) does not obligate Gulf Coast Bank and Trust to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item). It is Gulf Coast Bank and Trust's practice to post Debit Items in the following order: 1) On Us Over the Counter Items 2) ATM Withdrawals 3) Debit Card Transactions 4) ACH Items 5) In Clearing Checks. Within each Item category transactions will post from low to high dollar amount.

Pursuant to Gulf Coast Bank and Trust's commitment to always provide you with the best level of service. If you enrolled in our Discretionary Overdraft Privilege program for a consumer account (primarily used for personal and household purposes), or your business/Commercial Account, you must maintain your account in good standing, which includes at least but not limited to:

- A) Bringing your account to a positive balance within every thirty (30) day period for a minimum period of 24 hours;
- B) Not being in default on any legal or administrative order, levy or garnishment;
- C) No bankruptcies;
- D) Current mailing address with Gulf Coast Bank and Trust;
- E) An active account, which is defined as having credit and/or debit activity in the last 12 months;

Gulf Coast Bank and Trust will have the discretion to pay overdrafts within the overdraft privilege limits, but payment by Gulf Coast Bank and Trust is a discretionary courtesy and not a right of the Customer or an obligation of Gulf Coast Bank and Trust. This privilege for checking accounts will change daily based on but not limited to the following criteria: age of account, number and dollar amount of deposits and repayment patterns. Any and all fees and charges, including without limitation the non-sufficient funds fees (as set forth in our fee schedules and deposit account agreement and disclosure), will be included as part of this daily limit amount. It may be possible that your account will become overdrawn in excess of the overdraft privilege amount as a result of the assessment of a fee. Refer to the Notice of Disclosure for Service and Fees for information about fees that may apply for NSF/Overdraft items.

Customers with consumer accounts who experience six (6) overdraft occurrences in a rolling twelve months in which the item was paid and an NSF/Overdraft Paid fee was charged will be considered excessive. After each six (6) occurrences the customer will be contacted by a Bank employee to discuss the alternative Overdraft services and Bank products available to assist them in avoiding continued overdrafts.

Discretionary Overdraft Privilege may be revoked by Gulf Coast Bank or by the customer at any time. If the service is revoked by the bank or customer for any reason, the Discretionary Overdraft Privilege will only be reinstated upon re-enrollment by customer and only if it is determined that the account meets all the requirements of the program. If the service is reinstated the customer will receive a notice informing customer of such. If the debit card has been revoked, a new card will need to be requested and there is a fee associated for reissued debit cards. (See Notice of Disclosure for Services and Fees)

The total of the Discretionary Overdraft Privilege (negative) balance, which includes any and all fees and charges, including all non-sufficient funds/overdraft fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Terms and Conditions Agreement and Disclosure with a maximum repayment period of 60 days. If after 60 days your account balance has not been brought to a positive status, then we may refer your account to a collection agency and your account will be charged off.

Our standard NSF/Overdraft paid fee will be imposed for paid overdraft items created by checks, ACH, ATM withdrawals, debit card transactions, in-person withdrawals, or by other electronic means (See Notice of Disclosure for Services and Fees). Transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred.

While Gulf Coast Bank and Trust will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the Customer or an obligation of Gulf Coast Bank and Trust and Gulf Coast Bank and Trust in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause. If an item is not paid for any reason, your account will be assessed our standard NSF/Overdraft return fee each time the item is presented for payment (See Notice of Disclosure for Services and Fees).

In order to take full advantage of the dynamic limits associated with the Discretionary Privilege Program:

- Continue to make deposits consistent with your past practices.
- Bring your account to a positive balance in a timely manner.

For our consumer customers Gulf Coast Bank and Trust will not pay overdrafts for ATM or everyday debit card transactions unless Gulf Coast Bank and Trust has provided you with the notice required by section 1005.17(b) of Regulation E and you have opted in to the payment of these overdrafts.

In addition, for both consumer and commercial accounts, you may opt out of the Discretionary Overdraft Privilege Program for check, ACH, recurring debit card, and bill payment transactions at any time by contacting one of our Account Services Representatives.



## GULF COAST BANK & Trust Company

200 St. Charles Ave  
New Orleans, LA 70130  
1-800-223-2060  
[www.gulfbank.com](http://www.gulfbank.com)

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