



GULF COAST BANK & Trust Company

Build with us.

TERMS AND CONDITIONS OF INTERNET BANKING USER AGREEMENT

Service Definitions

“*Bank*” refers to Gulf Coast Bank and Trust

“*Web Site*” means any web site owned and operated by Gulf Coast Bank and Trust that contains information about available products or services and/or terms and conditions relating to any accounts, account information and/or transactions that you may view, perform, modify or otherwise access or use while using the service. Gulf Coast Bank and Trust sites include but are not limited to www.Gulfbank.com, the Online Banking Site and www.fiservsa93.com.

“*Service*” means the Internet Banking services for Gulf Coast Bank and Trust Company (“*Bank*”) offered to personal and small business accounts

“*Customer*” refers to the person(s) subscribing to or using the Service

“*Account*” refers to all existing accounts and all accounts opened in the future of which you are an Owner and/or Authorized Signer

“*Bill Payment Service*” means the bill payment service offered by Gulf Coast Bank and Trust Company through CheckFree Services Corporation

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

“*Hours of Operation*” are 8:30 am to 4:30 pm Monday through Friday

“*Scheduled Transfer*” refers to a transfer set up under New Scheduled Transfer or accessed via the Transfer List

“*Express Transfer*” refers to a transfer entered with the Express Transfer option

“*Agreement*” means these terms and conditions of the Service

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS

The Customer agrees as follows: You may use a Personal Computer (“PC”) through an Internet connection to obtain account balances and transaction information. You may also use your PC to obtain statements and certain notices on your accounts, retrieve images of debit and credit items that have posted to your account, transfer money between your accounts, enroll in Mobile Banking, set up account alerts and enroll in our Bill Payment Service. NOTE: You will be provided with the Terms and Conditions of the Bill Payment Service at the time of enrollment. Transfers from your Savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulation. Transfers to your Health Savings Account are considered current year contributions for IRS reporting purposes. Transfers from your Health Savings Account are considered normal distributions for IRS reporting purposes.

YOUR ACCESS ID AND PASSWORD

Each individual who has access to Internet Banking, including each individual named on joint accounts, or authorized to sign on a Small Business account, must designate an Access ID. Upon enrollment in Internet Banking, you will enter your primary Checking, Savings, Certificate or Loan account number. You will be required to enter your Coastal Connection Telebanking system password as your initial, temporary password. You will be required to change this temporary Password when you logon for the first time. NOTE: If you do not have your Telebanking system password, please visit your local branch or call our Electronic Banking Department at (504) 565- 4640 for further instruction. Your password must be a minimum of 6 characters, up to a maximum of 17 characters, which must consist of at least two (2) alpha characters and two (2) numeric characters. You will be required to change your password periodically to enhance security. Also, in response to the Federal Financial Institutions Examination Council’s (FFIEC) guidance regarding Authentication in an Electronic Banking Environment to add additional security measures to our online banking services you will also be required to authenticate your computer. To do this, after logging in for the first time, you will be required to:

- a. select a picture from the image library;
- b. create a personal description to the image;
- c. select challenge questions and answers; and
- d. select whether or not you wish to register the computer you are logged into as a personal computer (only register personal computers that you frequently use and that are not available for public use).

Then, each time you log into our internet banking site, Gulf Coast Bank will recognize you and display the image and personal description you selected. If we don't recognize the computer you are using to log in, you will be asked to select a Security Challenge. If you select Email One-Time Passcode, a system generated passcode will be emailed to the email address of your Internet Banking Account. You will be required to enter this passcode and then your Internet Banking Password to access your Internet Banking Account. If you select Answer Challenge Question, you will be asked to answer one of the security questions you previously created. After completion of the steps above, if you do not see the image you selected, exit the site immediately and notify the Electronic Banking Department.

If you have more than one eligible Gulf Coast Bank account within your Customer Information File, we will automatically "link" these accounts together and all such accounts will appear in your online banking profile, unless you request in writing that certain accounts not be linked. This includes any future accounts that you may add to your Customer Information File.

SCHEDULED AND EXPRESS TRANSFERS

You may schedule transfers on the current business day, on a future date, or on the same date of each month, subject to the restrictions in the Agreement. Although you can enter transfer information through the Service twenty-four (24) hours a day, seven (7) days a week, transfers can be posted only on business days. Funds will be deducted from the "transfer from" account on the business day on which a transfer is to take place and credited to the "transfer to" account the following business day. If you direct the transfer to occur on a day other than a business day, it will be posted on the following business day. Transfers must be scheduled by the cut-off time of 6:00pm (CST) on any business day in order for the transaction to be completed on that business day. Recurring Scheduled Transfers are those made for the same amount and are made on a Bi-Weekly, Weekly, Bi-Monthly, Monthly, Quarterly, Semi-Annually, or Annually. Once started, recurring transfers will be made automatically until you tell us to stop the transfer.

Express Transfers will memo-post the transfer to the debit and the credit account and will post that business day or the next business day if the Express Transfer is made on a day other than a business day.

All transfers made through the Service will appear on your monthly Account statement.

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

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 might be liable for some of your losses or damages. However, there are some exceptions. We will not be liable for instance:

If, through no fault of ours, you do not have enough money in your account to make the transfer;

If the money in your account is subject to legal process or other encumbrances restricting transfer; If the transfer would go over the credit limit on your overdraft line (if any); If the system was not working properly when you started the transfer; or If circumstances beyond our control (such as fire or flood or systems failure) prevent the transfer. You may contact our Electronic Banking Department at (504) 565-4640 during our Hours of Operation to cancel a recurring transfer.

FEES

At this time there are no fees charged for our Internet Banking Service. Fees may be established by Bank at any time.

EQUIPMENT

You are solely responsible for the equipment (including, in the case of Internet Banking, your personal computer and software) you use to access the Service. We are not responsible for errors or delays or your inability to access the Service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Service nor are we responsible, under any circumstances, for any damage to your equipment

NOTICE OF YOUR RIGHTS AND LIABILITIES

The following additional terms apply whenever you use the Internet Banking Service to make transfers: to or from a consumer deposit account via the Internet Banking Service. A consumer account is one that is used primarily for personal, family or household purposes; all other accounts are business accounts. If you perform transactions from business accounts while utilizing the Internet Banking Service, please refer to the paragraphs beginning with "ADDITIONAL TERMS APPLICABLE ONLY TO TRANSFER SERVICES FOR BUSINESS ACCOUNTS" for additional terms applicable to business transactions. If you perform transactions from a home equity line of credit or personal line of credit account, please see your home equity line of credit or personal line of credit documents for information about your liability for unauthorized charges. Transfers from other types of lines of credit are not allowed via Internet Banking. Please contact your Account Officer for available transfer options.

FOR CONSUMER AND BUSINESS ACCOUNTS: Security of your transactions is important to us. Use of the Service will therefore require a password. If you lose or forget your password, please click the "Forgot Your Password?" link after you enter your access ID and verify your computer's authenticity. Your password or one time passcode will be forwarded to your email address of record. If you do not receive the email, check your spam folder first, then please call (504) 565-4640 during our Hours of Operation. We may accept as authentic any instructions given to us through the use of your password. You agree to keep your password secret and to notify us immediately if your password is lost or stolen or if you believe someone else has discovered your password. You agree that if you give your password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers, payments, or otherwise use the Services. Internet Banking Service enables you to change your password; we require that you do so regularly. We may be liable for certain security

breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your password was used in connection with a particular transaction. If any unauthorized use of your password occurs, you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

If you believe that your PASSWORD has been lost or stolen or that someone has made payments, transferred or may transfer money from your account without your permission, NOTIFY US AT ONCE AT (504) 565-4640 DURING NORMAL BUSINESS HOURS

FOR CONSUMER ACCOUNTS ONLY : Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit). If you tell us within two (2) business days, you can lose no more than \$50. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented someone from taking the money if you had told us in time. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (504) 565-4640 during normal business hours listed above. WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.

ERRORS AND QUESTIONS FOR CONSUMER ACCOUNTS ONLY

In case of errors or questions about your electronic transactions, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt.

Telephone us as soon as you can at: (504) 565-4640 or toll free at (800)223-2060
8:30am - 4:30 pm (CST), Monday through Friday,

Or write us at:

Gulf Coast Bank & Trust Company
Attention: Electronic Banking Department
5001 Veterans Memorial Blvd. Metairie, LA 70006

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You will need to:

Tell us your name and Account number; describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and tell us the dollar amount of the suspected error. If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days following the date you notified us. We will determine whether an error occurred within ten (10) business days ((twenty (20) business days if the notice of error involves an electronic fund transfer to or from the account within thirty (30) days after the first deposit to the account was made)) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. If we determine there was no error, we will reverse the previously credited amount, if any, and we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

ADDITIONAL TERMS APPLICABLE ONLY TO BILL PAYMENT AND TRANSFER SERVICES FOR BUSINESS ACCOUNTS:

Liability for Unauthorized Transfers or Payments for Business Deposit Accounts Only:

You are responsible for all transfers and payments that are authorized using your Internet Banking Service Password. If you permit other persons to use the Internet Banking Service or your Password, you are responsible for any transactions they authorize.

NOTE: ACCOUNT ACCESS THROUGH THE INTERNET BANKING SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE INTERNET BANKING SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENIUNENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We shall have no liability to you for any errors or losses you sustain in using Internet Banking except where we fail to exercise ordinary care in processing any transaction. We shall also not be liable for any failure to provide any service if the account(s) involved is no longer linked for the Bill Payment and Transfer Services. Our liability in any case shall be limited to the amount of any funds improperly transferred from your Pay From

account or From Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care of lack of care of either you or us, a failure to report to us any unauthorized transfer, payment or error from any of your accounts within sixty (60) days of our providing or making available to you a bank statement showing such unauthorized transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period and you shall thereafter be precluded from asserting any such claim or error.

ERRORS AND QUESTIONS ABOUT BILL PAYMENT AND TRANSFER SERVICES FOR BUSINESS DEPOSIT ACCOUNT ONLY

In case of errors or questions about your electronic transfers or payments you should contact us as soon as you can by calling (504) 565-4640 if you think that your statement is wrong or you need more information about a transfer or payment listed on the statement. We must hear from you no later than sixty (60) days after we sent or otherwise made available to you the FIRST statement on which the problem or error appeared. Failure to so notify us will preclude you from being able to assert a claim based on such problem or error. Any errors reported to us will be investigated by us and we will advise you of the results of our investigation.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We may disclose information to third parties about your account or the transactions you make:

Where it is necessary for completing transactions or resolving errors involving the Services; or

In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or

In order to comply with government agency rules, court orders, or other applicable law;

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To our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or

If you give us your permission

AUTHORIZATION TO OBTAIN INFORMATION

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

TERMINATION

If you want to terminate your access to the Services, call us at (504) 565-4640. After receipt of your call, we will send a written termination authorization for your signature and return to us. We reserve the right to terminate the Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your PIN or password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

LIMITATION OF LIABILITY

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

WAIVERS

No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the BANK.

ASSIGNMENT

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

GOVERNING LAW

The laws of the State of Louisiana shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

AMENDMENTS

We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you, or within thirty (30) days, unless disclosure

would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our Checking or Savings Account records or e-mailed to the e-mail address provided by you upon registration or given by you to a Bank representative.

INDEMNIFICATION

Customer, in consideration of being allowed access to the Services, agrees to indemnify and hold the BANK harmless for any losses or damages to the BANK resulting from the use of the Services, to the extent allowed by applicable law.

SECURITY PROCEDURES

By accessing the Services, you hereby acknowledge that you will be entering a protected web site owned by the BANK, which may be used only for authorized purposes. The BANK may monitor and audit usage of the System, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing.

Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986. Online banking accounts not accessed during a 180 day period will be deleted from the system. You will be required to re-register to establish a new online banking account.

ELECTRONIC STATEMENTS, NOTICES, AND COMMUNICATIONS

Customers who maintain an active Internet Banking Account are eligible to enroll in Gulf Coast Bank eStatement/eNotice Notification product. Customers who receive Gulf Coast Bank eStatement and eNotice notifications are required to maintain an active Online Banking account and active email address. If your Online Banking account is deleted for any reason and you have enrolled in eStatements/eNotices or if we have reason to believe you are not receiving the email notification, the enrolled account will no longer be eligible. The account will be removed from our eStatement/eNotice notification product and your account statement and any notices will be mailed to the address of record for your account. Accounts that are removed from the product will be charged a monthly \$3.00 paper statement fee. If you re-register for Online Banking after your eStatement/eNotice has been cancelled, you will be required to re-enroll for notifications.

STOP PAYMENT ORDERS

You have the ability to place Stop Payment Orders on checks through our Internet Banking Service. Prior to placing the Stop Payment Order, you must verify that the check has not posted to your account or is pending to be paid. A \$30.00 fee will be assessed to your account for each Stop Payment Order. Stop Payment Orders placed on checks

automatically expire after six (6) months unless renewed in writing. When you place the Stop Payment Order, you will be provided with a link to obtain important information and instructions. You are required to click on that link prior to placing the Stop Payment Order. To place a Stop Payment Order on electronic debits, including checks that have been converted for electronic payment, you must visit your local branch.

MOBILE BANKING

Subject to the terms of this Agreement, Mobile Banking can be used to conduct Internet Banking sessions from your mobile device, as long as it is web-enabled (HTML supported) with either Windows Mobile or WAP 2.0. . . By enrolling for and using the Mobile Banking, you agree to the following:

a. You must have a consumer deposit account to use the services, once you activate Mobile Banking, if you have other types of accounts with us, you may have access to those other accounts as well.

b. There is no service fee for this service but you are responsible for any and all changes, including, but not limited to, fees associated with text messaging or internet access imposed by your communications service provider.

c. Certain features, information, types of transactions or other services may not be available when accessing the Services via mobile device.

d. We will use commercially reasonable efforts to secure the Mobile Banking service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe and despite our efforts the security of the Mobile Banking service could be compromised or malicious code could be introduced by third parties.

e. Information delivered through Mobile Banking may not be encrypted and may include personal or confidential information about you such as your account activity or status. Your full account number will not be used in Mobile Banking or in any alert. However, the Bank name and information about your account(s) may be included. It is your responsibility to secure these devices, protect your name(s) and password (s) in order to protect the confidentiality of information.

ALERTS

The Bank offers email, text, or online message alerts that can be set up through our Internet Banking service. You will be asked to select from contact options each time you set up a new alert. Enrollment in Online Banking is necessary to receive optional alerts from the Bank. By enrolling for and using alerts, you agree to the following

a. By setting up an alert, you consent to delivery of such alerts in the format you selected to the contact telephone number or e-mail addresses you identify. It is your responsibility to notify the Bank of any changes to your e-mail or mobile phone device to which alerts are sent. To stop receiving any optional alerts, log into Online Banking and change your selections or contact Electronic Banking at 504-565-4640 during our hours of operation.

b. We may send alerts through your communication service provider in order to deliver them to you and you agree that your communication service provider is acting as your agent in this capacity. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

c. Receipt of each alert or account information may be delayed or impacted by factor (s) pertaining to your internet service provider(s), phone carrier(s), or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the alerts or account information sent through Internet Banking.

d. Information delivered through alerts may not be encrypted and may include personal or confidential information about you such as your account activity or status. Your full account number will not be used in any alert. However, the Bank name and information about your account(s) may be included. It is your responsibility to secure these devices, protect your name(s) and password (s) in order to protect the confidentiality of information.

ADDITIONAL SERVICES

Additional services such as Wire Transfers, Stop Payments, ACH Direct Deposits, Positive Pay and limitations to employee access are available for Business Customers through our Premier eCorp banking product. Additional fees may apply. Please contact our Electronic Banking Department at 504-565-4640 for more information.

Gulf Coast Bank & Trust Co. reserves the right to update or change this agreement at any time.