

## **eStatement Terms and Conditions**

Welcome to Gulf Coast Bank & Trust eStatements. Gulf Coast Bank & Trust is legally required to provide you with certain disclosures and information about the electronic delivery of eStatements (the "Service"). This notice contains important disclosures and information that you are entitled to receive once you agree to the electronic delivery of the Gulf Coast Bank & Trust eStatements.

### **Gulf Coast Bank & Trust eStatements Terms of Use Agreement (the "Terms of Use")**

The eStatements Service (the "Service") is provided by Gulf Coast Bank & Trust. These Terms of Use describe the terms and conditions for any use of the Service. You signify your agreement to the terms and conditions contained herein and accept responsibility for your use of the Service by acknowledging receipt of this Agreement. You should read these Terms of Use carefully. Please note that use of the Service is subject to all applicable federal, state and local laws and regulations, and that unauthorized use of the Service is strictly forbidden.

1. **Description of eStatements**

Gulf Coast Bank & Trust offers eStatements for consumer and business checking and savings accounts. eStatements will replace your mailed paper statement with an electronic text document that you can view, save to your computer, or print at your convenience. Any legal disclosures that normally accompany your mailed statement will be delivered to you electronically. Gulf Coast Bank & Trust reserves the right to modify, add to, or delete any feature of the Service at our sole discretion. When you enroll in eStatements, you will no longer receive a paper statement in the mail.

2. **How to Enroll for eStatements**

You must be a Gulf Coast Bank & Trust Internet Banking customer before you can use the Service. To become a user of the Service and have access to the Service, you must enroll at one of Gulf Coast Bank & Trust branch locations by signing our eStatement Request form. For accounts with multiple owners, only one account owner needs to enroll an account in the Service, unless a second signer is required by resolution. In accordance with the terms of Gulf Coast Bank & Trust's Deposit Account Terms and Conditions, all account owners will be bound by the decision of the account holder who enrolls in or cancels the Service. When you enroll to receive eStatements for a designated account, Gulf Coast Bank & Trust will no longer mail paper statements or cancelled checks to you for that account.

3. **Accessing eStatements**

A periodic statement of your eStatement and any legal disclosures will be provided to you in the Service when you connect to Gulf Coast Bank & Trust Internet Banking. You will be able to view, print, and/or save to your computer the current month's eStatement and previous statements up to a maximum of the previous twelve month's statements, by accessing your account through our website at [www.gulfbank.com](http://www.gulfbank.com), logging in to your internet banking account and choosing the Documents tab then DDA Account Statement or SAV Account Statement and selecting the statement you wish to view, print, and/or save. You must view your current eStatement within 5 days of receipt of your email notification. Images of items listed on your statements can be viewed and printed by accessing your account through our website at [www.gulfbank.com](http://www.gulfbank.com), logging onto your internet banking account and choosing the Transactions tab then any statement option and clicking on the item you wish to view and/or print.

4. **Canceling eStatements**

You may cancel the Service and resume receiving paper statements at any time by signing the Gulf Coast Bank & Trust eStatement Request form and choosing the "Cancel Service" option. There is no fee for cancellation of the Service. When you cancel eStatements, you will automatically begin receiving paper statements in the mail with your next statement cycle. A monthly service fee may be assessed to your account for the paper statement. Green Checking account customers who request paper statements are required to change their checking account type.

Should Gulf Coast Bank & Trust reasonably believe that you may not be receiving the e-mail messages we are sending to your e-mail address notifying you of the availability of your eStatement, we may cancel your use of the Service and begin sending your paper statements in the mail.

5. **Security and Equipment**

Information you provide in connection with the Service will be stored on Gulf Coast Bank & Trust's secure servers and protected by certain encryption techniques. However, the security of the Service depends upon your efforts to protect your user name and password for the Service. You must take all necessary precautions to safeguard your username and password, which allows you to access the Service. You also have the responsibility to provide any equipment (telephone, computer, etc...), software, and services necessary to use the Service.

6. Gulf Coast Bank & Trust's Proprietary and Intellectual Property Rights

Other than information related to your account(s), all content available on the Service (including its arrangement) is the property of Gulf Coast Bank & Trust or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. Your use of the Service does not grant you a license or right to use any Gulf Coast Bank & Trust trademark without the express written approval of Gulf Coast Bank & Trust. In addition, your use of the Service does not grant you a license or right to use any third party trademark without the express written approval of the third party possessing rights to such trademark.

7. Change in Terms of Use and Termination

Gulf Coast Bank & Trust has the right to amend these Terms of Use at any time. Any amendments to these Terms of Use will be effective when they are posted on [www.gulfbank.com](http://www.gulfbank.com). You are responsible for checking [www.gulfbank.com](http://www.gulfbank.com) periodically for any such amendments. Although we will attempt to notify you by e-mail when material changes are made, you are responsible for sending us your updated e-mail address from time to time as necessary. These Terms of Use will be effective beginning the date you enroll in eStatements and while you are using the Service. Either we or you may terminate this Agreement and your use of the Service at any time without notice. The provisions of these Terms of Use shall survive termination by either Gulf Coast Bank & Trust or you of the Service.

8. Limitation of Liability

Neither Gulf Coast Bank & Trust nor any third parties represent or warrant that you will have continuous or uninterrupted access to the Service, or that any of the functions of the Service will be error-free. The Service is provided to you "as is" and "as available", and Gulf Coast Bank & Trust and its service providers make no representation or warranty relating to the Service, including, without limitation, its performance, availability, content, or functions. Your sole remedy for any failure or non-performance of the Service shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the Service.

In no event will Gulf Coast Bank & Trust or its officers, directors, employees, shareholders, parent company, subsidiaries, affiliates, agents, licensors, or third party service providers (the "Legal Entities") be liable for any consequential, indirect, incidental, special or punitive damages, under any legal theory including, but not limited to breach of contract or negligence, arising out of, in connection with, or related to these Terms of Use, use of the Service, or inability to use the Service, even if Gulf Coast Bank & Trust has been advised of the possibility of such damages. The aggregate liability of the Legal Entities under these Terms of Use shall not exceed \$500.

9. Acknowledgement and Indemnification.

You acknowledge that under the Gulf Coast Bank & Trust Deposit Account Terms and conditions, you have certain time limits to review your Statement(s), which by the terms of this agreement means your eStatement and check images and to report any forgeries, alterations, or any other unauthorized withdrawals or transactions to Gulf Coast Bank & Trust. You agree that the time limit to report these matters to Gulf Coast Bank & Trust will commence on the day your eStatement is made available for your review via Gulf Coast Bank & Trust Internet Banking.

You agree to indemnify, defend and hold harmless the Legal Entities from any third party claims, liability, damages and costs (including reasonable attorney's fees) arising from, related to, or in connection with your breach of these Terms of Use, any fraud committed by you, your violation of any law or rights of a third party, your use of the Service, or use of your account by any third party. Gulf Coast Bank & Trust reserves the right, at its own expense, to assume the exclusive defense of any matter subject to indemnification by you, and you agree to cooperate with Gulf Coast Bank & Trust in such defense. You agree that you will not settle any action or claims on Gulf Coast Bank & Trust's behalf without the prior written consent of Gulf Coast Bank & Trust.

10. Governing Law and Venue

These Terms of Use will be construed in accordance with the laws of the State of Louisiana. Jurisdiction and venue for actions relating to the Service and the Terms of Use shall be the state and federal courts located in New Orleans, Louisiana.

**Computer Requirements**

In order to ensure that you have the best user experience and secure transactions, you must have a personal computer with Internet access and a web browser. System Requirements are a Personal Computer with 128 MB, Pentium III, 933 mhz processor or greater and Windows 98, or ME, or XP, or 2000 operating system; or a Macintosh 128 MB Power PC - 500 mhz processor or greater and OS 9.2, OS 10.2 or higher operating system. To access and retain the Terms of Use from Gulf Coast Bank and Trust, you must be able to view them on your monitor and send screen prints to your printer. Most Internet browsers provide a convenient method of printing the material you view on your monitor.

## Receipt of the Terms of Use

The Terms of Use, and all other amendments, updates, and required disclosures pertaining to the Service will be available online at the [www.gulfbank.com](http://www.gulfbank.com) web site. You will receive notice at your e-mail address of record, or any updated e-mail address you provide to the Bank, when important amendments, updates, or required disclosures are posted on the [www.gulfbank.com](http://www.gulfbank.com) web site from time to time. You will continue to receive eStatements for the accounts you select, unless you choose at a later time to cancel the Service for such accounts.

## Consent

By selecting "YES" in the eStatement Option of your Application , you:

- 1) Acknowledge receipt of and agree to be bound by the eStatement Terms and Conditions; if you authorize your eStatement per phone request, you will acknowledge receipt of and agree to be bound by the eStatement Terms and Conditions by retrieving your eStatement after you receive your first e-mail notification.
- 2) You also agree and consent:
  - a) That you are an Internet Banking customer of Gulf Coast Bank and Trust and that your computer meets the stated requirements specified above;
  - b) That you have an account with an Internet Service Provider, and that you are able to send e-mail and receive e-mail with hyperlinks to websites;
  - c) That you expressly consent to the use of electronic records for the electronic delivery of the Terms of Use, and any amendments, updates, and additional required disclosures thereto in connection with your use of the Service with Gulf Coast Bank & Trust
  - d) That you are authorizing Gulf Coast Bank & Trust to replace your periodic paper statements with periodic eStatements accessible through Gulf Coast Bank & Trust Internet Banking;
  - e) That you are consenting on behalf of all other co-owners and/or authorized signers to enroll the accounts you have selected in the Service, as applicable, and that you are authorized to consent on their behalf; and
  - f) For business entities, that you are the principal owner/owners of the business that is the owner of the account that is being enrolled in eStatements.