

BANK OF COUSHATTA

ELECTRONIC BANKING ACCESS AGREEMENT AND ELECTRONIC FUND TRANSFER ACT DISCLOSURE

Agreement- This Agreement, which includes the Bill Payer Fee Schedule and Enrollment Form, is a contract, which establishes the rules covering your electronic access to your accounts at Bank of Coughatta. By using Electronic banking, you accept all the terms and conditions of this agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your Bank of Coughatta accounts as well as your other agreements with Bank of Coughatta such as loans continue to apply notwithstanding anything to the contrary in this agreement. If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any default or breach of this entire Agreement and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this agreement. This agreement is binding upon your heirs and Bank of Coughatta's successors and assigns. Certain obligations of the parties pursuant to this agreement will by their nature continue beyond the cancellation or expiration of this agreement and shall survive termination, cancellation or expiration of this agreement. This agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and Bank of Coughatta with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein, unless specifically stated herein.

Definitions- As used in this Agreement, the words "we", "our" and "us" mean Bank of Coughatta. "You" and "your" refer to the account holder authorized by Bank of Coughatta to use electronic banking under this agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through electronic banking. "Account" or accounts" mean your accounts at Bank of Coughatta. "Electronic Funds Transfers" means ATM withdrawals, preauthorized transactions point of sale transactions, and transfers to and from your Bank of Coughatta accounts using electronic banking, including bill payments. "Electronic services" means the services provided pursuant to this agreement, including the bill payment services. "Billers" means credit card companies, utility companies or any other company or entity you receive electronic statements/bills from through bill pay. "Business day" means Monday through Friday, not including Holidays.

Access- To use electronic banking, you must have at least one account at Bank of Coughatta, access to the internet service, an e-mail address, and access to a phone. Once we have received your signed Enrollment Form, and verified your account information, you should be able to access your account within 24-48 hours. Electronic banking can be used to access only the Bank of Coughatta accounts that you have designated for access by electronic banking in your Enrollment Form. You can add or delete any of your Bank of Coughatta accounts from this agreement. We undertake no obligation to monitor transactions through electronic banking to determine that they are made on behalf of the account holder.

Electronic Banking Services- You can use electronic banking to check the balance of your Bank of Coughatta accounts, view Bank of Coughatta account histories, transfer funds between your accounts, view checks, and pay bills from your Bank of Coughatta accounts in the amounts and on the dates you request if you have requested the bill payment service on your Enrollment Form. Balance and activity information are available as of 8:00 a.m. (Central Standard Time) for the previous day. Electronic Banking Services provided by the Bank of Coughatta, or its agents or contractors is often referred to herein as "Service" or "the Service".

Mobile Banking – Electronic Banking also includes Mobile Banking. You can use Mobile Banking via a smart phone, Tablet or other capable devices to check the balance of your Bank of Coughatta accounts, view Bank of Coughatta account histories, transfer funds between your accounts, mobile check deposit and bill pay. You authorize us to request your mobile carrier to use your mobile subscriber details for verifying your identity. Those details may include, among others, name, billing address, email, phone number and any thumbprints stored in the device for identifying users. Balance and activity information are available

as of 8:00 a.m. (Central Standard Time) for the previous day. You must be signed up for Online Banking in order to use Mobile Banking.

Hours of Access- You can use electronic banking seven days a week, twenty-four hours a day, although some or all electronic banking services may be unavailable occasionally due to emergency or scheduled electronic banking maintenance

Your password - For security purposes, you are required to change your password upon your initial login to electronic banking. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received by you or by someone who has gained access to your account by you, whether intentionally or unintentionally if the bank has not been notified and has no reason to believe the instructions did not come from you. **You accept responsibility for the confidentiality and security of your password and agree to change your password regularly.** You will be required to change your password every 365 days. When specifying a new password you will not be able to re-use any of the last 6 passwords that you may have already used. Your new password must consist of at least 8 characters, of which at least 1 must be alphabetic, 1 numeric and 1 special character. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, mother's maiden name or names of children, and should be memorized rather than written down.

Upon three unsuccessful attempts to use your password, your access to electronic banking will be revoked. To re-establish your authorization to use electronic banking, you must contact us to have your password reset or to obtain a new temporary password. If you do not use your Online Banking account for 180 days or more, the next time you attempt to login, your account will be disabled and you must contact the Bank to have your account reset.

Bank of Coughatta utilizes Advanced Login Authentication to help protect your online banking account. Advanced Login Authentication uses the phone channel to obtain a one-time passcode to confirm authentication. The first time you use a computer to access Online banking you will be required to choose a phone number on which to receive or enter a one-time security code. You must then enter the security code to continue with authentication to Online Banking. After successfully completing this process on your computer, you will not be asked again to authenticate in this manner. However, in certain situations, conditions could change on your computer which may cause you to repeat the Advanced Login Authentication.

Additional user/employee setup for business customers:

If/when you enroll, or request Bank of Coughatta to enroll additional "employees" to access your accounts online, as noted in your resolution, you are responsible and liable for any transactions, transfers, wires, and bill payments these "employees" may make on behalf of you or your company and you recognize two signatures are not available with bill pay. If you share your Access ID or Password with anyone, you are responsible and liable for ANY non-authorized transactions that person may initiate. "Your Password" and "Security" sections in this agreement apply to all users of Bank of Coughatta online banking.

Security – You understand the importance of your role in preventing theft, fraud and/or misuse of your accounts through electronic banking and you agree to promptly examine your paper or electronic statement for each of your Bank of Coughatta accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via electronic banking is encrypted in an effort to provide transmission security and electronic banking utilizes identification technology to verify that the sender and receiver of electronic banking transmissions can appropriately identify each other. Notwithstanding our efforts to insure that the electronic banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing electronic banking, or e-mail transmitted to and from us, will not be monitored or read by others.

In order to protect your information you agree to be responsible for maintaining appropriate security for computers and mobile devices accessing internet banking, including but not limited to virus and spyware protection, operating systems and application updates, and a firewalled internet connection. Furthermore, you agree to read and understand all Internet Banking Customer Education resources provided to you by Bank of Coushatta; and in the event that you have any questions, they will be directed to Bank of Coushatta. Please carefully read the attached Customer Education Information. Furthermore, please understand that the Bank of Coushatta will NOT contact you via email to request any information or to ask you to take any action, i.e., click the link below, go to a website and fill out information, etc.

Please make sure that your personal information stays current and up to date in the Bank's system. To update your personal information, add an account to your on-line banking account or add bill pay service to your on-line banking account you must either come into the Bank and fill out the appropriate form, send a secure message through the on-line banking system or call the E-Banking Department for assistance.

Fee and Charges – You agree to pay the fees and charges for your use of electronic banking services. Electronic banking has no fees, except for the following:

In regards to a personal savings account, you may make three (3) debits from your account each quarter, which includes online transfers between accounts at the Bank of Coushatta. A fee of \$5.00 will be imposed for each subsequent debit.

In regards to a regular money market account, with the exception of loan payments to us, you may not make more than six (6) preauthorized, automatic or telephone transfers (including telephone banking and bill pay, internet banking and bill pay, and PC banking payments and transfers) each month. A fee of \$10.00 will be imposed for each subsequent withdrawal.

You agree to pay any additional reasonable charge for services you request, which are not covered by this agreement.

Mobile Check Deposit

The mobile check deposit service is designed to allow you to make deposits to your checking or savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Bank of Coushatta or Bank of Coushatta designated processor. There is currently no charge for the service.

Any deposit received after 3:00 p.m. CST, Monday – Friday (except holidays) will be processed the next business day. Some deposits may not be available for immediate withdrawal. All Mobile Check Deposits are subject to our verification and final review and may be rejected by us for any reason. Your deposit is not approved until you have received an approved email notification from us. Please make sure your email address on file stays current with the Bank of Coushatta.

All checks must be properly endorsed with your signature and the phrase “FOR MOBILE DEPOSIT ONLY” written on the back of each check. All checks for deposit must be payable to you as the account owner(s) only. Photos of the front and back of the check must be clear or the deposit could be rejected. After completing the process write “Deposited” and the date on the front of the check. You will be notified via email that the check has been received and another email once it has been approved for deposit. Items that have been confirmed as received and approved for deposit to your account should be destroyed in a timely manner that should not exceed 30 days from the time of deposit. You agree to properly dispose of the item to ensure it is not represented for payment. You will receive an email notice if the deposit is rejected.

After we receive check images and all other required deposit information from you through the service, we may provisionally credit your designated account for the total amount of such checks. A provisional credit is a credit which will be removed if the check is not a valid check. The provisional credit is subject to final payment of the checks and is also subject to your Bank Account Agreement.

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you may be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits.

The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you transmit for deposit through the service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned.

You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for remote deposit, we may require you to physically deposit the original check.

YOUR REPRESENTATIONS AND WARRANTIES IN REGARDS TO MOBILE DEPOSIT

In addition to your representations and warranties contained in other provisions of this Agreement, you represent and warrant that:

- a) Each image of a check you transmit to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- b) You are authorized to enforce each check you transmit for deposit or are authorized to obtain payment for each check on behalf of a person entitled to enforce such transmitted check.
- c) You are solely responsible for any and all financial risk that may be associated with your use of the service, including without limitation the risk that a check will be returned for insufficient funds.
- d) You are solely responsible for the instructions you provide to the Bank and for failing to properly access or use the service, including without limitation input errors.
- e) You will not deposit or otherwise endorse to a third party the original check, and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- f) You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

If you breach any of these representations and warranties, you agree to indemnify, defend and hold the Bank, its shareholders, parents, subsidiaries, affiliates, officers, directors, employees, agents, and its and their successors, heirs and assigns harmless from and against any and all liability, damages, or losses arising from any claims, suits or demands from third parties with respect to such breach. You further authorize the Bank to debit your account for the amount of any such claim, suit or demand that results from a breach of warranty claim under the provisions of Check 21, Regulation CC, and/or the Uniform Commercial Code. You will maintain funds in your account(s) in amounts and for a period of time as we determine in our sole discretion to cover any outstanding Checks and your obligations for returns of Checks, warranty claims, fees and other obligations. If any such liabilities exceed the amount in the applicable account(s), we may charge such excess against any of your other accounts at the Bank and you will pay us any amount remaining unpaid immediately upon our demand.

There is a daily item limit of 10 mobile deposited checks and daily combined dollar limit of \$5,000.00 of mobile deposited checks.

Transfers

Posting of Transfers – Transfers initiated through electronic banking before 6:00 P.M. CST on a business day are posted to your account that same day. Transfers completed after 6:00 P.M. CST on a business day,

Saturday, Sunday or banking holiday will be posted on the next business day. Electronic banking identifies transfers based upon the login ID of the user who made the electronic transfer.

Funds Availability - (Order of Payments, Transfers, and other Withdrawals) – If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, they will not get processed.

Electronic Banking Bill Payment Service

Bill Pay – You may use Bank of Coushatta Bill Pay service to direct Bank of Coushatta to make payments from your designated checking account to the “Billers” you choose in accordance with this and any other agreement. You must designate the Bank of Coushatta account from which the payments are to be made; the complete name of the payee, the account number, and the payee’s remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. By using the electronic banking bill payment service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, “no signature required draft”, or by debiting and remitting funds on your behalf. You also agree that your first electronic banking bill payment will be charged to your Primary Checking Account. We reserve the right to refuse to pay any item designated by you. If we do so, we will notify you promptly.

Scheduling Electronic Banking Bill Payments - While it is anticipated that most transactions will begin processing four (4) Business Days before your selected Scheduled Payment Date, it is understood that due to circumstances beyond the control of the Service, particular delays in handling and posting payments by slow responding Payees of financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your Payee account. For this reason, each Scheduled Payment Date selected by you must be entered no less than five (5) Business Days before the actual due date, not the late date and/or a date in the grace period. Payment Instructions entered after the Cutoff Time (currently 3:00 p.m. CST) or on non-Business Days will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for late charges (\$50.00 maximum) (hereinafter sometimes referred to as the “Service Guarantee”). In any other event, including but not limited to, choosing a Scheduled Payment Date less than five (5) Business Days before the actual due date, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you. In some instances electronic bill payments could be switched to a paper check which may take additional time to be processed. All bill payments initiated by new customers will be switched to paper checks for the first 30 days after signing up for the Service. After which any payments that qualify to be sent electronically will then be processed in that manner.

Status of a Payment - A bill payment is “In Process” starting at the Cutoff Time on the fourth (4) Business Day Prior to the Scheduled Payment Date and continuing up to the Scheduled Payment Date. A bill payment is a “Pending Payment” starting from the time you enter the Payment Instructions until the payment is “In Process”. A bill payment is considered “Completed” on the Business Day you selected as the Scheduled Payment Date. You may cancel or edit any Pending Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Pending Payment. We may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is “In Process” and is not possible to stop or cancel a payment that is completed.

If you desire to cancel or stop any payment, which is “In Process”, you must call the Online Banking Dept. at 318-932-3491. Although we make every effort to accommodate your request we have no liability for failing to do so. Stop payment request sent to us via electronic mail or in any other manner will not reach us in time for us to act on such request. Stop payment request will be accepted only if we have a reasonable opportunity to act on such request. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as set out in the applicable fee schedule.

Funds Availability - (Order of Payments, Transfers, and other Withdrawals) – If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, they will not get processed.

Stop Payment Request – Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment, which has been paid electronically. You may be able to stop a bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. If the paper draft has not cleared, we will promptly process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, the scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen.

Payment Methods

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment (ACH), an electronic to check payment (in which the payment to the Biller is made by a check drawn on an account held by us or our service provider), or a laser draft payment (in which we will print a check drawn on your Payment Account and mail such check to the Biller). Funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment.

Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service.

Excepted Payments

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

Bill Pay Errors and Questions

In case of errors or questions about your bill pay transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 318-932-3491 during Customer Service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at: Bank of Coushatta
P. O. Box 1360
Coushatta, LA 71019

Service Fees and Additional Charges

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

Failed or Returned Transactions

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction

may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

1. Upon demand, you will immediately reimburse the Service the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

Address and Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either by contacting Customer Service via telephone or via Secure Messaging within the On-Line Banking System. (Please reference "Security" section of this document for more information.) Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

BILLER LIMITATION

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment at any time. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service. The Service is not responsible or liable for any loss or damages that result from returned payments unless it was caused by error or fault of the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau such as Experian. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

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

NO WAIVER

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

GOVERNING LAW

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

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

The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

Bank of Coushatta may choose to use non-affiliated third parties to provide Online Banking and Bill Pay services. They are required to follow the same guidelines of security and privacy as Bank of Coushatta. A paper check may look drawn and processed from a third party instead of Bank of Coushatta.

Bill Pay is intended only for Bank of Coushatta customer use. Any attempt to use Bill Pay to process payments for third parties is prohibited. Bank of Coushatta may choose to terminate your Bill Pay service if such attempts are made.

Electronic Bill Presentment and Payment (EBPP)

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

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

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

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

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

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

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

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

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

Exclusions and Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Disclosure of Account Information and Transfers – You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to electronic banking. You agree and hereby authorize all of these transfers of information.

Periodic Statements – You may receive either a paper statement or an electronic banking statement for your checking and savings account. To receive an electronic banking statement you must “Opt In” within the Online Banking System, in which case delivery of a paper statement would be suspended. Transfers to and from your account using electronic banking will appear on the respective periodic statement for your Bank of Coushatta accounts.

New Accounts – Any new account created will be made available in Internet Banking at your request.

In Case of Errors or Questions about your Electronic Transfers – Telephone us or write us at the phone number or address given below, 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 you the FIRST statement on which the problem or error appeared.

- A. Tell us your name and account number
- B. 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.
- C. 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 tell you the results of our investigation within 10 business days (20 business days for new accounts) 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 point of sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will re-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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. 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 re-credit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation and debit your account for any funds provisionally credited to you. Upon debiting we will provide oral or written notice to you of the date and the amount of the debiting. Furthermore, we will honor (without charge) checks, drafts, or similar paper instruments payable to third parties, and preauthorized transfers from your account for 5 business days after transmittal of notice to the extent that re-credited fund had not been debited. You may ask for copies of the documents that we used in our investigation.

Our Liability for Failure to Make a Transfer – If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. 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 a transfer.
- (2) If a legal order directs us to prohibit withdrawals from the account.
- (3) If your account is closed, or if it has been frozen.
- (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or credit limit for any credit arrangement set up to cover overdrafts.
- (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- (6) If any electronic terminal, telecommunication device, or any part of the electronic banking electronic funds transfer service is not working properly and you knew about the problem when you started the transfer.
- (7) If you have not provided us with the complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- (8) If you have not properly followed the on-screen instructions for using electronic banking.
- (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability for Unauthorized Transfers – CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose more than the \$50 maximum stated above.

Also, if your paper or electronic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after 60 day time period 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 hospital stay) kept you from contacting us, we will consider extending the time periods.

Disclaimer of Warranty and Limitation of Liability and Indemnity – We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the electronic banking services provided to you under this Agreement. We do not and cannot warrant that electronic banking will operate without errors, or that any or all electronic banking services will be available and operational at all times. Except as specifically provided in this agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to electronic banking, Online Banking, Bill Pay, or electronic transfers services or the use thereof or arising in any way out of the installation, operation, or maintenance of your computer or mobile device, including loss of profits, revenue, data or by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank of Coushatta and its affiliates exceed the amounts paid by you for the services provided to you through electronic banking. Customer, in consideration of being allowed access to the Online Banking services, agrees to indemnify and hold the Bank harmless for any losses or damages resulting from the use of the Online Banking, Bill Pay, or electronic transfer services to the extent allowed by applicable law.

Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

Your Right to Terminate – You may cancel your electronic banking service at any time. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate - You agree that we can terminate or limit your access to electronic banking services for any of the following reasons:

- (1) Without prior notice, if you have insufficient funds in any one of your Bank of Coushatta accounts. Electronic banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- (2) Upon 3 business day notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- (3) The Bank reserves the right in its sole discretion at any time to terminate this Agreement and therefore to limit or terminate your use of or access to the service at any time, with or without cause and without prior notice. The Bank will not have liability to you for any losses or damages you may suffer or incur as a result of any such limitation or termination.

Bank Termination of Use or Access. - We will not in any way be obligated to grant you use of or access to the service if:

- (1) such use or access is not in accordance with any term or condition applicable to the service;
- (2) such use or access is not permitted by any state or federal law or regulation;
- (3) the Bank has reasonable cause to believe that such use or access may not be authorized by you or any third party whose authorization the Bank believes is necessary for such use or access; or
- (4) the Bank has reasonable cause to deny such use or access for your or our protection.

Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, you have the ability to do so by contacting Customer Service via one of the following:

1. Telephone us at 318-932-3491 during Customer Service hours; and/or
2. Write us at:
 Bank of Coushatta
 P. O. Box 1360
 Coushatta, LA 71019

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

Alterations, Amendments and Change in Terms

This Agreement, applicable fees and service charges may be altered or amended by the Service or the Bank from time to time. In such event, the Service shall provide notice to you. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer electronic service, we will notify you of the change in terms within 30 days after the change becomes effective. We reserve the right to waive, reduce or reverse charges or fees in individual situations. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via regular mail and/or electronic means.

Communications between Bank of Coushatta and You – Unless this agreement provides otherwise, you can communicate with us in any one of the following ways:

Secure Messaging – You can send a secure message to us from your On Line Banking page.

E-mail – You can contact us by e-mail at CustomerService@BankofCoushatta.com (Please note that banking transactions through electronic banking are not made via e-mail.)

Telephone – You can contact us by telephone at 318-932-3491

Facsimile - You can contact us by fax at 318-932-3497

Postal Mail – You can write to us at: Bank of Coushatta
 P.O. Box 1360
 Coushatta, LA 71019

In Person – You may visit us in person at 1525 Ringgold Avenue in Coushatta.

Consent to Electronic Delivery of Notices – You may agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the electronic banking website. You agree to notify us immediately of any change in your contact information. You agree to read and adhere to the attached Customer Education Information.

Signature _____

Signature _____

Signature _____