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Digital Business Services Agreement

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

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

1. Service Definitions

- **Bank:** refers to Gulf Coast Bank and Trust Company (GCB) also specified as we, us, or our.
- **Website:** means any website owned and operated by GCB (www.gulfbank.com) that contains information about available products or services and/or terms and conditions relating to any accounts, account information and/or transactions that you may view, perform, modify or otherwise access or use while using the service. GCB sites include but are not limited to www.gulfbank.com, and the Digital Banking Site <https://digital.gulfbank.com/GCBTCOnline/uux.aspx#login>.
- **Mobile Banking App:** refers to the Gulf Coast Bank Digital Banking App available for download in the App Store for iOS devices and Google Playstore for Android devices.

- **Digital Business Service:** means the Digital Business services for GCB (Bank) offered to Business Users through Q2 Software, Inc. accessed via our Digital Banking Website or Mobile Apps.
- **Customer:** refers to the Business (Company) enrolled in the Service.
- **User:** refers to the Owner, Member, Officer or authorized signer enrolled under the Customer.
- **Linking Form:** refers to the form required to be authorized by an Owner, Member or Officer of the Company prior to an authorized signer being given access as a User for the Customer.
- **Account:** refers to all existing Business and Consumer Deposit and Loan accounts and all accounts requested by Owner, Member or Officer to be added to the Service in the future..
- **Bill Payment Service:** means the Business Bill Payment service offered by GCB through iPay Services Corporation.
- **Business Day:** is every Monday through Friday, excluding Federal Reserve holidays
- **Normal Business Hours:** are 8:30am to 5:00pm Monday through Friday, excluding Bank Holidays
- **Extended Call Center Hours:** are 5pm-9pm; Monday through Friday 7am-9pm Saturday and Sunday; and 9am-9pm on Federal or Bank holidays with the exception of Thanksgiving, Christmas and Easter, unless otherwise posted on gulfbank.com.
- **Funds Transfer:** refers to funds transferred between your GCB deposit accounts, funds transferred from your GCB Home Equity Line of Credit (HELOC), Personal Line of Credit (PLOC), if allowed by the terms and conditions of your HELOC or PLOC to your GCB deposit accounts, funds transferred from your eligible Commercial Line of Credit when authorized by your Commercial Lender, to your GCB deposit accounts, Loan Payment, funds transferred from your GCB deposit accounts to deposit accounts of another GCB Digital Banking Customer, and funds transferred between your accounts with GCB Deposit accounts and your accounts with other Financial Institutions (External Transfers).
- **Quick Transfer:** refers to a transfer entered with the Quick Transfer option.
- **External Transfer:** refers to Fund Transfers between your GCB deposit accounts and your accounts with another Financial Institution and Loan Payments to your GCB loan from your deposit accounts with another Financial Institution.

- **Amount Available for Transfer From:** refers to the amount shown in the Funds Transfer Service for accounts with linked Sweep Accounts and/or Accounts linked for Overdraft Protection.
- **Plaid and Micro Deposits:** refers to authentication methods available when adding a Deposit account you own at another Financial Institution.
- **Loan Payment:** refers to payments to your GCB loan from your GCB deposit accounts or payments made to your GCB loan from your deposit accounts with another Financial Institution.
- **GCB People Pay:** refers to a Funds Transfer from your GCB deposit accounts to a deposit account of another GCB Digital Banking customer.
- **eStatement/eNotice:** refers to your GCB Statements and Notices that are available for view or print in .pdf format from Services/View Statements/Notices.
- **My Money:** refers to our Personal Financial Management Service from MX, Inc.
- **CardSwap:** refers to our service that allows customers to update the payment card information for subscription services such as Netflix, Amazon, and more offered through Q2 Software Inc.
- **CardPlus:** refers to our CardPlus Service available for GCB Consumer and Business Debit Cards and Consumer Credit Cards that is accessed from our Digital Banking Service and Mobile Banking App which allows customers to add additional layers of protection and manage card services.
- **Zelle®:** refers to our Person to Person (P2P) Payment Service offered for Consumer and eligible Small Business Checking Accounts (Zelle® for Small Business is only available for our Digital Business Users) via our Partnership with Zelle Network® (Zelle®) utilizing Fiserv, Inc.'s Turnkey Service for Zelle® solution.
- **Text Banking:** refers to our Service which allows customers to obtain Balance and Transaction history and conduct transfers and loan payments between GCB Accounts via SMS on Mobile Device.
- **Push Notifications:** refers to a type of notification sent from our CardPlus service and available notification method when establishing Digital Banking and Security Alerts.
- **Transaction Enrichment:** refers to functionality within our CardPlus services that uses your device's location to provide enhanced data on in-person Debit and Credit Card purchases.

- **Digital Issuance:** refers to digitally issued and re-issued Consumer Debit and Credit Cards accessed from our CardPlus service prior to physical card being received via mail.
- **Alerts:** refers to our Service which allows users to receive Account, Posted Transaction, Online Transaction and Security Alerts.
- **Agreement:** means the Digital Business Services Agreement.

2. What this Agreement Covers

- This Agreement covers your use of GCB's Digital Business Services. GCB's Digital Business Services are defined as any electronic service in any form or medium (including but not limited to through the world wide web, internet, personal computer, smartphone or other electronic device) provided by GCB that permits you to access or obtain account information and/or statement updates on your deposit accounts, retrieve images of debit and credit items that have posted to your account, transfer funds to or from your GCB accounts, pay bills to GCB or to third parties, enroll in Mobile Banking, enroll for Mobile Deposit to Deposit Checks, set up account alerts and receive and send electronic messages to GCB. Available transactions include obtaining balance information, transaction history and other information. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous business day. When we introduce new features or eliminate features, we will notify you. You shall be solely responsible for acquiring and maintaining a computer or any other electronic device and equipment that can handle and access the Digital Business Services; and for all costs associated with accessing the same through your electronic device of your own choice.
- **NOTE:** You will be provided with the Terms and Conditions of the Business Bill Pay Service, Mobile Deposit, Zelle®, Text Banking, Real Time Alerts, Personal Financial Management from MX Inc. (My Money) Service, eStatement/eNotice, and CardSwap Service at the time of enrollment, in addition to this document. You will be provided with the bank's Privacy Policy Statement for Online and Mobile Banking Services when enrolling in our CardPlus service if available.
- Access for Digital Business Services will be provided through our Website (defined above in Service Definitions) or through software designed for your handheld or other electronic device (Mobile Banking App). It does not include any website that has its own separate agreement governing online access, or any other Third Party Website not hosted and/or maintained by GCB.

- You understand that these industry standards are dynamic and constantly developing. By consenting to the enrollment process, you acknowledge and understand that there are risks to electronic delivery of account statements and notices, including but not limited to delay or failure of delivery due to technical difficulties, weather conditions, and matters beyond our reasonable control. You have considered the historical and potential future content of your account statement(s), the risk associated with electronic delivery of account statements and our security procedures, and you find that our security measures are reasonable. If in the future you conclude that our security procedures cease to be reasonable, you must terminate this agreement immediately.

3. Other Bank Agreements with GCB

- The terms and conditions of this Agreement are in addition to, and shall supplement the terms, conditions, rules, and regulations that apply to any of your existing GCB accounts or services of GCB which you currently use. Without limiting the foregoing, this Agreement is in addition and supplemental to: a) any deposit agreement you have regarding any bank account(s) you have with GCB; b) the Online Service E-Sign Disclosure and Consent between you and the Bank (such agreement is a condition to your access to and use of the Digital Business Services offered hereunder), c) the General Terms of Use found on our Website; d) the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using any services on our Website or through a mobile device; e) our rules, procedures and policies, as amended from time to time, that apply to the Digital Business Services, f) any then-current rules and regulations of any funds transfer system or payment system used in connection with any account you access through the Bill Pay system; and g) state and federal laws and regulations, as applicable. Your deposit agreements will continue to apply to your relationship with GCB, and if this Agreement conflicts with another agreement, or another agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the Account or Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.

4. System Requirements

- For System Requirement details visit our website at: <https://www.gulfbank.com/hardware-and-software-requirements>

5. Enrollment and Initial Login

- Businesses self-enroll in Digital Business Banking by selecting Business from Enrollments on gulfbank.com/Login or our GCB Mobile App login page. The enrollment link is also available from our Digital Banking page on gulfbank.com.
- Enrollment must be completed by an Owner, Officer, Member or an Authorized Signer who is authorized to conduct business on behalf of the Business Entity. Each User must enroll separately.
 - If the Enrollment is completed by an Authorized Signer of an account, a Linking Form is sent to the Authorized Signer and at least one Owner, Officer or Member of the Business who is authorized to conduct business on behalf of the Business Entity. The Owner, Officer or Member must sign the linking form to grant User access to the Authorized Signer. The Authorized Signer must sign the linking form prior to being given User access.
 - Information required for the Business is Business account number and type, Business Name (generally matches the title of the Business account being enrolled), and Tax ID number.
 - Information required for User is first and last name, Social Security Number, mailing address, mobile phone number, email address and requested Login ID. If you do not have a mobile phone number, your home phone number can be entered. NOTE: Mobile phone is required for Push Notifications, SMS Notifications, Textbanking, Mobile Deposit, and Mobile Wallet. U.S. Mobile phone is required for identity verification when required by Zelle®.
 - Enrollment will fail when an incorrect information is entered. The information must match our Core system of record. If enrollment fails, please contact us to confirm the information on file. Enrollment may fail when customer and/or account information, such as address or product type from our Core system of record is missing, incorrect or invalid.
 - Enrollments may fail due to communication and/or connectivity issues.
 - You will be required to authenticate into the system using a Secure Access Code delivered to your email address or phone number obtained from our Core system of record regardless of the email address and/or phone number you provide during enrollment. If the Delivery Method/s presented to you during enrollment is not your active and current contact information, you must contact us so we can update our Core system of record to proceed with enrollment.

- Once the enrollment is submitted, please allow up to 2 Business days for processing.
 - Upon receipt, a Business Solutions support representative will review the enrollment. You may be contacted for additional information.
 - All open accounts under the enrolled business's Tax ID will be added to the Digital Business Record.
 - Once enrollment is complete, you will receive a welcome email with instructions for first time login.
 - You can request access to additional Business and Consumer accounts you own by contacting your account officer or our Business Solutions Department.
- You are required to read and accept/acknowledge this Agreement to access our Digital Business Service Agreement. You will be required to accept/acknowledge services that require a separate Agreement. You will be required to accept/acknowledge this Agreement from time to time when updates and/or changes are made.
- Foreign customers who have provided a U.S. Tax ID number or ITIN, U.S. phone number, and U.S. address are eligible to self-enroll via the Business enrollment process. Foreign customers who are not eligible to self-enroll must contact us for assistance.
 - Secure Access Code can be sent to international phone numbers via SMS.
 - U.S. Tax ID number or ITIN and U.S. phone number and U.S. address are required for Zelle®.

6. Your Login ID, Password and Secure Access Code

- You agree that you are responsible for maintaining the security of your Login ID and Password and that you will not provide your Secure Access Code to anyone. If you suspect that your Login ID or password has been compromised or if you have provided your Secure Access Code to anyone, you must contact us immediately at 800-223-2060 or 504-561-6124. You also agree to maintain your current email address, cell, home, and work phone numbers which will be used to access your Secure Access Code when your device or browser is unrecognized. If you suspect

that someone has changed your Secure Access Code delivery methods, you must contact us immediately at the numbers listed above.

7. Digital Business Transfers

- When you instruct GCB to transfer funds to or from your GCB accounts through the Digital Business Services, you authorize GCB to withdraw the necessary funds from the GCB account you designate.
- You agree that you will instruct GCB to transfer funds from your account only when a sufficient balance is or will be available in your designated transfer from account on the date the transfer is to be made. GCB will not be obligated to act on any withdrawal instruction from you if sufficient funds, excluding overdraft limits, are not available in the account you designate.

NOTE for Users with Sweep Accounts and/or Accounts linked for Overdraft Protection: The amount displayed in the From drop box in the Funds Transfer Service is the amount available for transfer from and includes the Available Balance in any sweep account or accounts linked for Overdraft Protection. You are responsible for viewing the actual current Available Balance of each account from the Home Page prior to initiating a transfer.

7.1 Internal Transfers

- Quick Transfers, Funds Transfers and Loan Payments from your GCB deposit accounts processed prior to the time that our nightly processing begins, generally 9pm Central Standard Time on a business day are posted to your account the same day. Quick Transfers, Funds Transfers and Loan Payments from your GCB deposit accounts completed after our nightly processing begins on a business day or on a Saturday, Sunday, or Federal Holiday will be posted on the next business day. Funds will memo-post to the debit account and credit account at the time the transfer is process.
- Internal Transfers are limited to \$1,250,000 Per Transaction, \$1,250,000 Per Account Per Day, \$1,250,000 Per Day and \$2,000.000 Per Month.

7.2 External Transfers/Manage External Accounts

- Subject to the terms, conditions and limitations set forth in this Agreement, you may be permitted to use the Digital Banking Services to perform External Transfers between your GCB deposit account and another deposit account you own at another financial institution (provided such external account is located at a United States financial institution) and to make Loan Payments to your GCB Loan from

another deposit account you own at another institution (provided such external account is located at a United States financial institution).

- External Transfers and Loan Payments completed through the Service before 4:30 p.m. Central Standard Time on a business day are processed with the Effective date of the next business day. Funds will memo-post and post to your GCB account on the Effective date or the next business day if the Effective date falls on a Saturday, Sunday or Federal Holiday and should post to your External account in accordance with the ACH processing policy of the other Financial Institution which could take up to 3 business days.
- External accounts are managed from our Manage External Accounts services under Transfer Funds. You are able to add, edit and remove accounts you own at another financial institution within this service. To add an account, you will select Instant Verification or Micro Deposits under Add External Account(s). Prior to your accounts being linked for external transfers you are required to authenticate the account using your online/digital banking credentials for the account you are linking via our Plaid authentication service or by providing the account and routing number of your account at the other financial institution. When selecting to authenticate using Micro Deposit, your account will be credited with two small deposits (micro deposits) and debited with two small debits for the same amounts. These transactions may take anywhere from 1-3 business days to process to your account at the other financial institution. Before being given the access to transfer between the accounts, you will be required to verify the deposits by entering each of the amounts in Transfer Funds/Verify External Account. When selecting Plaid authentication services, you will enter or select your mobile number to receive and verify a secure access code, then select or enter the name of your other Financial Institution. If your Financial Institution is an eligible Plaid participant and you are an active online/digital banking customer of the Financial Institution, you will enter your online/digital banking credentials then select the method to receive your security code, enter code, select the account or accounts to link, then click Continue to establish the connection to link your account(s). You will then be prompted to enter a Secure Access Code to verify your identity with GCB. Once verified, your external account will be available within the Funds Transfer service. Once an account is linked, you are able to edit the Nickname of the account or remove the account by selecting the account tile of the account you want to manage under Manage External Account(s).

- You are required to add your account at the other financial institution by providing the account and routing number of your account at the other financial institution. Your account will be credited with two small deposits (micro deposits) and debited with two small debits for the same amounts. These transactions may take anywhere from 1-3 business days to process to your account at the other financial institution. Before being given the access to transfer between the accounts, you will be required to verify the deposits by entering each of the amounts in Transfer Funds/Verify External Account.
- By adding, verifying and transferring between the accounts, you represent and warrant to GCB that you are the owner and an authorized signer of both the GCB account and the external account at the other financial institution. In the event that you do not own the external account at the other financial institution, despite your representation and warranty to the contrary, you hereby release, indemnify and hold GCB harmless for all liabilities and losses resulting or arising from or out of external transfers to accounts that you do not own. Except in the case of unauthorized access to your Digital Banking Services for which you would not otherwise be liable to GCB under this Agreement, in no event will GCB bear any liability for any external transfer that is made to or from an account that is not owned by you (as the same is a violation of this Agreement). You can only transfer funds between domestic (United States) financial institutions. GCB reserves the right to remove or deny access to External Transfers when abuse of the service is suspected and/or confirmed. GCB also reserves the right to request additional documentation or information to confirm ownership and status of good standing of the external account being added.
- External Transfers are limited to \$10,000 Per Transaction, \$10,000 Per Account Per Day, \$10,000 Per Day and \$25,000 Per Month.
- External Transfers are subject to review. We reserve the right to hold, cancel or reject a transfer request if:
 - The transfer is flagged as suspect during our internal review and/or within our fraud monitoring system.
 - In the event we are unable to verify the validity of a transfer or suspect the transaction is fraudulent prior to end of day processing, the entry will be cancelled.
 - We are unable to verify that the account at the other Financial Institution belongs to you.

- We suspect the transfer is fraudulent.
- We have reason to believe the transfer request will not be honored by the other Financial Institution.

7.3 Scheduled and Recurring Transfers

- Funds transferred between your GCB accounts will be deducted from the **Transfer from** account and credited to the **Transfer to** account on the business day on which a transfer is scheduled to take place or the next business day if the transfer is scheduled for a Saturday, Sunday or Federal Holiday. Scheduled and Recurring transfers made between your GCB account and your account at another Financial Institution will memo post and post to your GCB account on the Effective date or the next business day if the effective date falls on a Saturday, Sunday or Federal Holiday and should post to your external account in accordance with the ACH processing policy of the other Financial Institution which could take up to 3 business days. Recurring payments will authorize the next scheduled payment at the time the current payment is processed. In the event the funds for your next payment are not available in your transfer from GCB account, you will be contacted by a Digital Banking Support Specialist and be given additional instructions to ensure the transfer takes place, providing the funds are available in your GCB account on the date the next transfer is processed.
- Recurring Transfers are those scheduled for the same amount and are made on the 1st of the month, last day of the month, the 1st and 15th of the month, 15th and last day of the month, weekly, every other week, monthly, quarterly, semi-annually and yearly. Once started, recurring transfers will be made automatically until your end date or the date you cancel the series and next payment.
- All transfers made through the Service will appear on your monthly Account statement and in your Transfer Funds Activity Center.
- 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.

7.4 GCB People Pay

- You will be able to transfer funds from your GCB deposit accounts to the deposit account of another GCB Digital Banking customer using GCB People Pay service.
- You may make a Single Transfer or Link the Account to be able to transfer funds using the Funds Transfer Service.

- You will be required to enter the email address, first 3 characters of the Last Name, Account Type and Last 4 numbers of the other GCB customer's account number to make a Single Transfer or to Link the account.
- Linked accounts are displayed as External Accounts in your User Preferences/Account Preferences. It is highly recommended that you Nickname the Linked account to avoid mistakenly transferring funds to the linked account.
- If you wish to remove a Linked account, you must contact Digital Banking Support during normal business hours.
- Maximum transfer amount is \$25,000.

8. Zelle®: As stated in NOTE in Section 2 above, you will be provided with **Zelle®** Terms and Conditions at the time of enrollment. Below is additional important information regarding Zelle® functionality and requirements.

- Zelle® payments are instant and irreversible. The only time a payment can be cancelled once it is submitted is before the recipient has enrolled in Zelle®. This is why it's critical to only send money to people you know and trust, and always ensure you've used the correct email address or U.S. mobile number when sending money.
- Each Zelle® Customer must be enrolled with a unique email or U.S. mobile number. If you attempt to enroll with an email or mobile number that is currently enrolled under another GCB User, including yourself if you have separate Digital Banking and/or Digital Business Logins, or currently use Zelle® at another Financial Institution, you be given the option of transferring the email or phone number to the profile you are enrolling under. This will remove the email or U.S. mobile number from the existing customer.
 - Sharing email or U.S. mobile number with another User by transferring back and forth is highly discouraged.
- During the enrollment process, you will be required to verify the email or U.S. mobile number by entering a verification code sent to your email or mobile device.
- You can choose to enroll one or more email or U.S. mobile number. A unique QR Code will be generated for each enrolled email or mobile number. A default account number must be linked to each email or U.S. mobile number. Funds that are received using the specified email or U.S. mobile number or corresponding QR Code will be credited to the selected default account.

- You are solely responsible for ensuring that your preferred account is selected as the default for the email, U.S. mobile number or QR provided to someone who is sending you money at the time the money is sent.
- A default account for sending must be selected at all times.
 - This is especially important if you access both Business and Consumer accounts from the same Zelle® profile.
 - You are solely responsible for ensuring that your preferred account is selected each time you send a payment.
- eMail address, **U.S. mobile number and U.S. address** is required to enroll in Zelle®. This contact information will pass from your Digital Business profile to Zelle®. As stated above in Section 5, email address, mobile number and address is required for Digital Business enrollment. In order to use Zelle®, the sender and recipient must have U.S. bank accounts.
- To accommodate Business Users who may have a separate Digital Banking record for their Consumer accounts and/or more than one Digital Business record, you will be allowed to enroll with duplicate contact information. However, as stated above, you must use a unique email or U.S. mobile number for each User/ Login enrolled in Zelle®.
- At times a one-time-password (OTP) will be required to authenticate the user. A valid U.S. mobile number is required for OTP authentication.
- The cutoff time for Zelle® transactions is 5pm Central time. Instant transactions initiated after 5pm Central cutoff will hard post to the account during the next business day's nightly processing.
- Remaining limits are displayed when sending money. The daily limit for send is \$2000, 15 transactions. The 30-day limit for send is \$3000, 30 transactions. There are no limitations on receiving funds. To avoid being a victim of a scam, never send or accept funds from someone you do not know.

9. CardPlus and Digital Issuance

- Our CardPlus service is available via online and our Mobile Apps. This service allows you to manage your Consumer and Business Debit Cards and your Consumer Credit Cards. During enrollment, your eligible Consumer Debit and Credit Cards will auto populate into the service. You will be able to manually add your eligible Business Debit Card and any eligible Consumer Debit Card you are authorized to manage,

such as a Debit Card for a minor with an Easy Student Checking account, after enrollment. If you do not access your Consumer accounts from your Digital Business Service, no Debit Cards will be available during enrollment. You will be presented with the option to “Add Card”, then you will be able to add your Business Debit Card.

- Once enrolled, using the service from online and/or mobile app, you will be able to activate a new card, set or change a PIN, turn card off or on, view your digital card to provide information required for online or phone purchases without having your physical card in hand, establish controls and alerts, manage travel plans, keep track of spending, report card lost or stolen, access uChoose rewards, and view card transactions. In addition, using the service from mobile apps, you will be able to add your card to your established Apple or Google Digital Wallet.
- You must allow Push Notifications when enrolling in the service in order to receive messages from the services. You must Always Allow location services in order to utilize the transaction enrichment functionality of the service. Transaction enrichment service uses your device’s location to provide enhanced data on in-person purchases which allows you to see exactly where each of your purchases were made and contact retailers with any questions about the transaction.
- Our Digital Issuance Service allows you immediate access to your mail ordered Consumer Debit or Credit Card prior to activation from within our CardPlus service. You will be able add your card to your established Apple or Google Digital Wallet and view your digital card. Once your physical card is received, the expiration date and CVV will automatically update in CardPlus. You will then activate the card and change the expiration date and CVV if you choose to link the card to a merchant’s website.

10. Statement Delivery, Notice and Communications

- You may enroll to receive eStatements and eNotices through your Digital Banking Services. By enrolling in eStatements and eNotices, you agree to replace your mailed (paper) statement with an electronic version (PDF) that you can view on the Website, save to your computer, or print at your convenience. Once enrolled in eStatements and eNotices, you agree that any legal notices or disclosures that normally accompany your mailed statement or that we would otherwise deliver to you by mail concerning your Account or Digital Banking Services may be delivered to you electronically. In some cases, paper statements, legal notices and disclosures that you receive electronically must continue to be mailed even if you elect to

receive them electronically. We may, at our sole discretion, offer you additional options and preferences for the delivery of various types of communications related to your Accounts or Digital Banking Services.

- You elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including: Truth in Savings Act, Fair Credit Reporting Act, Electronic Funds Transfer Act, Equal Credit Opportunity Act, Privacy of Financial Information and additional Federal law and the laws of the state in which your account is located. If there is more than one Depositor that is a party to the account, notice to anyone Depositor will be effective for all.
- The eStatements and eNotices option is only available to you if you enroll your accounts in the Service and provide us with a valid email address for the Service. Unless otherwise required by law, if you enroll to receive eStatements we will no longer mail paper statements to you for that account.
- If you currently receive a monthly account statement with check image(s) in paper format, once you enroll in eStatements, you will continue to receive check images with your statements. You may also view online images of the individual checks posted to your account through the Digital Banking Services, and you may request that a photocopy of a cancelled check be mailed to you for an additional fee.
- Your eStatements, eNotices, legal notices and disclosures will be presented to you on the Website or through your mobile or electronic device. You must have computer software that meets the requirements provided on the Website in order to view, print, and/or save your eStatement, eNotices and legal notices.
- If you believe your eStatement is lost or that someone has obtained access to your eStatement without your permission, contact any Customer Service Representative. Notwithstanding any provisions to the contrary contained in this agreement, we shall be responsible only for performing the eStatement and eNotice services as expressly provided for in this agreement. We shall be liable only for material losses which are the direct result of our own negligence or intentional misconduct in performing these services. We shall have no liability for failure to perform any eStatement or eNotice services or for any disruption or delay in performing said services in the event such failure, disruption or delay is due to circumstances beyond our reasonable control (including, but not limited to, failure or disruption of electronic power, computer equipment, telecommunications systems, your online

service provider, or weather conditions). We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances, except to the extent that we are liable under this agreement. You agree to indemnify and hold us and our directors, officers, employees, and agents harmless for all claims, demands, judgments, and expenses (including reasonable attorney's fees) arising out of or in any way connected with the performance of the eStatement and eNotice services. You agree that this indemnification shall survive the termination of this agreement.

- We may terminate delivery of eStatements and eNotices to you for one or more Accounts or Digital Banking Services, without notice. If your Digital Banking account is deleted for any reason and you have enrolled in eStatements and eNotices or if we have reason to believe you are not receiving the email notification, the enrolled account will no longer be eligible. The account will be removed from our eStatement and eNotice notification service 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 may be charged a monthly \$4.85 paper statement fee pursuant to the Terms and Conditions of your account. If you re-register for Digital Banking after your eStatement and eNotice has been cancelled, you will be required to re-enroll for notifications.
- To enroll in eStatements and eNotices:
- Log into your Digital Banking from gulfbank.com or Log into your Mobile Banking App
- Select User Preferences from the Navigation Menu
- Follow the enrollment steps on the form

11. Alerts, Push Notifications and Mobile Text Messaging

- Your enrollment in the Digital Banking Services includes access to mobile text messaging related services (collectively, **Text Banking Services**) and Alerts. By enrolling in the Digital Banking Services, you are providing us with your express consent permitting us to contact you as necessary to provide the Digital Banking Services (including sending text messages and push notifications to your mobile device). Such activities may include, but are not limited to, providing account alerts, confirming account activity, confirming mobile remote capture deposits, undertaking fraud prevention, servicing, or for any other purpose as provided in this Agreement. You agree that we may send text messages and push notifications through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity.

We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. You agree to immediately notify GCB if you cease using the mobile phone number or change the mobile phone number you have provided to us.

- Push Notification service is used for CardPlus notifications and is an available method of notification for Digital Banking and Security Alerts. This method of notifications directly pushes the notification to your mobile device from a back-end application rather than text message via your mobile carrier. When allowing Push Notification, security alerts will be delivered via Push in addition to your selected method of delivery.
- Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services. The Text Services are only available to customers who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. Message and data rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences.

12. Bill Payment

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

13. Stop Payment Orders

- Prior to placing the stop payment order, you MUST verify that the check you are stopping payment on has not cleared. Your account will be debited \$45.00 for each Stop Payment Order processed in-person and \$30.00 for each Stop Payment Order processed through Digital Banking. Because of the large volume of items we process, we do not visually inspect each item. We use a computer system that allows us different methods of searching for an item. Therefore, the item description(s) you give us must be EXACT or our computer system will not be able to identify the item, and this stop-payment order will not be effective.
- You and we will abide by the rules and regulations (as established by the Uniform Commercial Code or other law) governing Stop Payment Orders. To be effective, we must receive the Stop Payment Order in time to give us a reasonable opportunity to act on it, and before our stop-payment cutoff time. Stop Payment Orders are effective for 6 months after the date received and will automatically expire after that period unless renewed in writing. You must re-enter the Stop Payment Order through Digital Banking or visit your local Branch to renew your Stop Payment Order.
- You can only place Stop Payment Orders on single checks through our Digital Banking system. To place a Stop Payment Order on an Automatic Debit, you must visit your local Branch and complete a Stop Payment Order form. If you intend to stop payment on a series of checks, you must visit your local branch for instruction.

14. Tax Payments

- You may submit Federal Tax Payments and Louisiana and Mississippi Tax Payments from the service. You must follow all guidelines established for the Electronic Federal Tax Payment System (EFTPS) to use this service.

15. Notice of Your Rights and Liabilities

- The following additional terms apply whenever you use the Digital Business Service to make transfers: to or from a consumer deposit account via the Digital Business Service. A consumer account is one that is used primarily for personal, family or household purposes; all other accounts are business accounts.
- Security of your transactions is important to us. Use of the Service will therefore require a password and a Secure Access Code unless or until you register your device. Even after you register your device you may still be required to enter a Secure Access Code. If you lose or forget your password, please click the **Forgot Your Password?** link after you enter your **Login ID**. A Secure Access Code will be forwarded to you through the delivery method you choose, and you will enter and confirm a new password. If you select email and do not receive the email, check your spam folder first, then please call 800-223-2060 or 504-561-6124 during our Normal Business Hours or during our Extended Call Center Hours. 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 and/or Secure Access Code to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers, payments, or otherwise use the Services. Digital Business Service enables you to change your password; we recommend you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your password was used in connection with a particular transaction. If any unauthorized use of your password occurs, you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

- If you believe that your PASSWORD has been lost or stolen or that someone has made payments, transferred or may transfer money from your account without your permission, NOTIFY US AT ONCE AT 800-223-2060 DURING NORMAL BUSINESS HOURS or EXTENDED Call Center 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 800-223-2060 or 504-561-6124 during normal business hours listed above. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA EMAIL.**
- **ERRORS AND QUESTIONS FOR CONSUMER ACCOUNTS ONLY** In case of errors or questions about your electronic transactions, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt:
 - Telephone us as soon as you can at: 504-561-6124 or toll free at 800-223-2060 from 8:30am to 5:00pm (CST) Monday through Friday,
 - Or write us at:
 - Tell us your name and Account number
 - Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
 - Tell us the dollar amount of the suspected error. If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days following the date you notified us. We will determine whether an error occurred within ten (10) business

days (twenty (20) business days if the notice of error involves and electronic funds transfer to or from the account with in (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 withing 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.

Gulf Coast Bank & Trust Company

Attention: Digital Banking Department

2008 Ronald Reagan Hwy. Covington, LA 70433

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:

16. Waiver of requirement for two or more signatures

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

17. Accessing Accounts and Digital Business Services through the Website or Mobile Device

- You authorize GCB to provide you access to your Accounts and the Digital Business Services through the Service. You may access your Accounts and our Digital Business Services through the Website to obtain information and perform transactions as authorized on the Website, or through software applications specifically designed for use on a mobile or electronic device (Mobile Banking App).

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

18. Terminating Your Access to the Service

- We reserve the right to terminate your access to any or all of the Digital Banking and/or the Digital Business Services, if you violate any terms of this Agreement (including the failure to pay fees under any applicable fee schedule) or any other agreement you have with us, and you agree that we may suspend or terminate your access to any one or more of your Accounts and Services if you do so. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your PIN, password or Secure Access Code as an indication of an attempted security breach. We will not be required to reinstate or re-activate your access. Furthermore, if you close all of your Accounts and terminate your Services, or withdraw from the Service, we may suspend or terminate your access without prior notice to you. In some cases, if you close your Accounts, you may also lose access to your Digital Business Services, and we may terminate your access to the Service. We will not be required to reinstate or re-activate your access. Also, if you have no open and eligible Accounts linked to the Service, or do not use the Service for a period of 180 consecutive days, we may, in our sole discretion, terminate your access without prior notice to you.
- If you want to terminate your access to the Services, call us at 800-223-2060 or 504-561-6124. 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. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

19. Security

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

20. Limit of GCB and Other Provider's Responsibility

- GCB agrees to make reasonable efforts to ensure full performance of the Digital Business Services. GCB will be responsible for acting only on those instructions sent through the Digital Business Services which are actually received and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages you send. GCB is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software. Any information you receive from GCB can only be provided on a best-efforts basis for your convenience and is not guaranteed. GCB is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. GCB is not responsible for any computer virus or related problems which may be attributable to the Digital

Business Services or to any services provided by any Internet Services Provider. In the absence of negligence on the part of GCB, none of GCB, any of its affiliates or any of their respective officers, directors, employees or agents, is responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of the Digital Business Service. Because some States do not allow the exclusion of limitation of liability for consequential or incidental damages, in such States the liability of the foregoing entities and individuals is limited to the extent permitted by law. With respect to Bill Pay, GCB has no duty to monitor the payments that are made through the Service. If you are a business and an authorized representative of yours uses your Bill Pay Account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.

- UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL GCB , ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS BE LIABLE TO YOU FOR INCIDENTAL, INDIRECT, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, DAMAGES FOR TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, OR PECUNIARY LOSS ARISING OUT OF YOUR USE OR YOUR INABILITY TO USE THE MY MONEY SERVICES; ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR THE MY MONEY SERVICES, INCLUDING ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN YOUR USE OF THE MY MONEY SERVICES; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE MY MONEY SERVICES; OR THE PURCHASE OR USE OF ANY GOODS OR MY MONEY SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE SITE OR THE MY MONEY SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN GCB AND YOU. GCB WOULD NOT BE ABLE TO PROVIDE THE DIGITAL ONLINE AND BANKING SERVICES AND/OR THE MY

MONEY SERVICES WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

21. Warranties Disclaimer

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

WITH RESPECT TO THE MY MONEY SERVICES, YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE MY MONEY SERVICES, THE SITE, AND ALL INFORMATION, PRODUCTS, SERVICES, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE MY MONEY SERVICES OR THE SITE IS AT YOUR SOLE RISK; (b) THE MY MONEY SERVICES, THE SITE, AND ALL CONTENT AND PRODUCTS ASSOCIATED WITH GCB ARE BEING PROVIDED *AS IS* AND *AS AVAILABLE*(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, GCB, ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE, THE MY MONEY SERVICES AND ANY THIRD-PARTY MY MONEY SERVICES, IN WHOLE OR IN PART, INCLUDING (i) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, FUNCTIONALITY, TITLE AND NON-INFRINGEMENT, (ii) REPRESENTATIONS AND WARRANTIES THAT THE SITE OR THE MY MONEY SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT THE QUALITY OF ANY PRODUCTS, MY MONEY SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE AND/OR THE MY MONEY SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, AND THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED, (iii) REPRESENTATIONS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING AND COURSE OF PERFORMANCE, (iv) ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE COMPREHENSIVENESS, COMPLETENESS, CORRECTNESS, LEGALITY, RELIABILITY OR ACCURACY OF THE MY MONEY SERVICES OR THIRD-PARTY MY MONEY SERVICES, IN WHOLE OR IN PART, (v) ANY WARRANTY THAT THE MY MONEY SERVICES WILL BE SECURE, UNINTERRUPTED, TIMELY, VIRUS-FREE OR ERROR-FREE, AND (vi) WARRANTIES RELATED TO THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE MY MONEY SERVICES, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MY MONEY SERVICES, THE CORRECTION OF DEFECTS IN THE MY MONEY SERVICES, OR

THAT THE MY MONEY SERVICES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE OR SOFTWARE; (d) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SITE AND/OR THE MY MONEY SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK; (e) YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE MY MONEY SERVICES OR THIRD-PARTY MY MONEY SERVICES; AND (f) THE CURRENT STATE OF THE SITE AND THE MY MONEY SERVICES DOES NOT ALLOW FOR ERROR-FREE USE OF THE MY MONEY SERVICES AND THAT INTERRUPTIONS, CRASHES, DOWNTIME AND DELAY IN MY MONEY SERVICES MAY OCCUR.

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

22. No Other Use

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

23. Third-Party Software and Third-Party Content

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

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

24. Disclosure of Account Information to Third Parties

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

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

25. 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.

26. Indemnification

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

27. Cost of the Digital Business Services

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

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

28. Changes in Terms

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

29. Cancellation

- If you want to terminate your access to the Services, call us at (504)561-6124 or (800)223-2060. 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.

30. Severability

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

31. Governing Law

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

32. Jurisdiction and Venue, Waiver of Jury Trial Rights

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

33. Class Action Waiver

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

34. Assignment

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

35. Entire Agreement

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

36. Interruptions in Services

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

37. Website Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS WEBSITE. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY GULF COAST BANK AND TRUST FROM TIME TO TIME.

38. No Warranty

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

39. Limitation of Liability

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

Revised 06/2025