

## **The Union Bank**

### **Online Banking Service Agreement and Disclosure Statement**

By signing an application and enrollment form (the "Application") to subscribe to certain personal computer banking and related services offered by The Union Bank, a Louisiana banking corporation, as described in this Service Agreement and Disclosure Statement (this "Agreement") and as otherwise made available by the Bank from time to time (collectively, "The Union Bank online banking service"), or by your initial access to The Union Bank online banking service, and in consideration of our allowing you access to The Union Bank online banking service, you agree to the terms and conditions of this Agreement. Each reference in this Agreement to the "Bank", "The Union Bank", "we", "us", or "our" refers to The Union Bank, a Louisiana banking corporation, and each reference to "you" and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account (as defined below) who is now or hereafter enrolled in any one or more of The Union Bank online banking services with respect to the account. Each time you use The Union Bank online banking service constitutes confirmation by you of your agreement to and understanding of the terms of this Agreement and any screens that appear on your computer when you sign on to The Union Bank Web Site. This agreement will be effective as of the date of our acceptance of this Agreement as evidenced by our issuance of a User ID/Password to you as provided in Section 3. Please read this Agreement carefully and keep it for future reference.

**BROWSER SECURITY.** The Union Bank Internet Banking transmits data Using SSL (Secure Socket Layer) technology that supports 128-bit key encryption. It is important to verify that a secure connection between your browser and the Internet Banking server has been established before transmitting any confidential account information over the Internet. This can be verified by an indicator on your web browser. Netscape Navigator has a key symbol that appears in the lower left corner of the screen. When the symbol appears "solid" transmitted data is being encrypted. When this symbol appears "broken", a secure session has not been established. Similarly, Microsoft Internet Explorer has a lock symbol that appears when data is being encrypted. When this symbol does not appear, a session is not secure.

**HOST SECURITY.** The Union Bank web server does not connect directly to the Internet. It is buffered from the Internet through the use of a firewall. All access from outside the bank must go through this firewall, which screens the requests and allows only valid http traffic to reach the server. The Union Bank's Internet Banking makes use of an ICISA certified firewall.

**LINKS.** Links to non-Union Bank websites contained in this site are offered only as pointers to sources of information on subjects that may be of interest to users of The Union Bank website, and The Union Bank is not responsible for the content of such sites as we have no control over what is displayed there. The Union Bank does not guarantee the authenticity of documents at such sites, and links to non-Union Bank sites do not imply any endorsement of or responsibility for the ideas, opinions, information, products, or services offered at such sites. Use of links to any non-Union Bank site is solely at the user's own risk.

1. **Hardware and Software Requirements.** To be able to use The Union Bank, you must provide your own personal computer (a "PC") with a modem and related equipment (the "Hardware"). You also must provide the type of telephone service and Internet access service required by the Hardware and/or the Software. Once the Hardware has been properly connected to the telephone service, and any required Internet access has been established, you will be able to access The Union Bank online services through the PC banking service provider software ("Premier Online Banking") that will act as an interface between you and the Bank. You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation and maintenance of the Hardware, the Software, the telephone service, and the Internet access service (if applicable) to your PC, and for all related costs. You are solely responsible for scanning the Hardware and the Premier Online Banking Software for computer viruses and other related problems before you use them.
2. **The Accounts.**
  - A. **Generally.** You agree to use The Union Bank online banking solely for the services described in this Agreement and designated by you in the Application or subsequently designated by you as provided in Section 5, and solely in connection with each deposit account (collectively, the "Deposit Accounts") and each loan account (collectively, the "Credit

Account") held by the Bank and designated by you in the Application or subsequently designated by you as described below (collectively, the "Accounts"), except as otherwise expressly provided in this Agreement or as otherwise expressly permitted by us from time to time. Under this Agreement, there may be multiple accounts, and at least one (1) of the Deposit Accounts must be a checking account with unlimited check-writing privileges. You may add any account for which you or all of you if more than one, are depositor, borrower, authorized signer, or authorized user by notifying the Bank or by visiting any Bank branch office. If you close or delete the only checking account designated for The Union Bank online banking, you will no longer be able to use The Union Bank online banking service.

**3. User ID/Password; Confidentiality of User ID/Password.** All The Union Bank online banking transactions or inquiries must be initiated by use of a User ID and a Password. We will assign you an initial User ID and Password according to your Application after we have accepted your Application. The first time you sign on The Union Bank online banking, you will be required to select a new Password. You may change your Password from time to time, as provided in the Software. It is recommended that you do not use your social security number, birthdays, names, or other codes that may be easy for others to determine as your Password. No Bank employee will ever ask for your Password, nor should you provide it to anyone unless you intend to allow that person access to your accounts. **YOU AGREE TO KEEP YOUR PASSWORD CONFIDENTIAL. USE OF THE USER ID AND PASSWORD BY YOU OR BY ANY OTHER PERSON WITH OR WITHOUT YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH THE UNION BANK ONLINE BANKING.** You agree that any The Union Bank online transaction or request initiated by use of the User ID/Password will be subject to and governed by this Agreement.

If you authorize another person to use your User ID/Password, that person can use The Union Bank online to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiating transactions on accounts to which that person does not otherwise have access. As such, your sharing of your User ID/Password is strongly discouraged by the Bank, and done at your sole risk and peril.

If a third party should gain access to your User ID/Password, you alone are responsible for changing the Password so as to deny the third party's access to your banking information. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your User ID/Password through no fault of the Bank.

You should always exit The Union Bank online after you finish viewing your accounts. Never leave your computer unattended while accessing The Union Bank online. If you should, a third party may be able to access your accounts from your terminal, without ever needing to use your User ID/Password.

**4. Business Days.** Business days for the Bank and for The Union Bank online are Monday through Friday, excluding holidays (no weekend banking online). You may access the accounts through Premier Online Banking 24 hours a day, seven days a week, except that The Union Bank may perform regular maintenance on our systems or equipment, which may result in errors or interrupted service. We may also find it necessary to occasionally change the scope of our services. The Union Bank cannot guarantee that we will be able to provide notice of such interruptions and changes, although we will attempt to provide such notice.

**5. Online Services.** You may use The Union Bank online to perform any of the following services designated by you in the Application or subsequently added by you as provided below:

- A. To transfer funds between any Deposit Accounts, such as checking, savings or money market deposit accounts;
- B. To receive and download balance and transaction information for The Union Bank accounts;
- C. To pay bills electronically from a Deposit Account that is a checking account with unlimited check-writing privileges; and

D. To receive e-mail from and transmit e-mail to the Bank, all as described in this Agreement and the Software. You may sign up for or cancel any service by contacting The Union Bank. As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer or bill payment (other than a bill payment made by check or other paper item), as these terms are defined below.

## **6. Transfers to and from Accounts.**

**A. Deposit Accounts.** You may use The Union Bank to initiate electronic fund transfers from one Deposit Account that is a checking, savings or money market deposit account to any other Deposit Account that is a checking, savings or money market deposit account, as provided in this Agreement. These types of transactions are referred to in this Agreement as "bank transfers".

**B. Authorization.** You expressly authorize us to debit the appropriate Deposit Account in the amount of any bank transfer initiated through The Union Bank online banking by you or by any other person who is using your User ID/Password. You agree that we may treat any such bank transfer from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit Account the same as a deposit, all in accordance with the terms of this Agreement and your deposit agreement(s) with us.

**C. Limitations.** Your ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation. You agree that we may, without notice or other obligation to you, refuse to make any bank transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreement with us. You cannot post-date bank transfers or schedule bank transfers for future dates.

**D. Time of bank transfers; posting; funds availability.** If you initiate a bank transfer of available funds through Premier Online Banking, the transfer will take place the same business day. If you schedule a bank transfer on a later date, the transfer will post and be available on your account at 10:00am Central Time of the scheduled business date of transfer.

Except as expressly otherwise provided in this Section, transferred funds will be available for transfer and withdrawal as provided in our Schedule of Funds Availability (the "Schedule of Funds Availability"). The schedules provided in this Section are subject to the provisions of Section 15 and 16.

**7. Account Information.** You may use The Union Bank online banking to receive, download, and store or print information regarding an account that is routinely set forth in the statement for the Account, debits and credits made to the account, amounts and item numbers for items drawn on the account (if applicable), and the daily account balance (including interest credited to a Deposit Account and finance charges accrued on a Credit Account). If the Account is a Deposit Account that consists of two or more sub-accounts, the account information provided would be for the sub-accounts through which you have access to your funds in the account. All account information provided via The Union Bank online banking will be current as of the end of the preceding business day, will not reflect bank transfers or bill payments made since the end of the preceding business day, and is subject to further adjustment and correction. Because the information is made available to you is "raw data" furnished through the Service Provider and is subject to change, we cannot assure you of the accuracy or completeness of the information and expressly disclaim the same. You will still receive your usual periodic statement of account, and adjustments may have been made to your account in connection with the preparation of your statement.

## **8. Bill Payment Service.**

**A. Payment Accounts.** If you have enrolled in the optional bill payment service, you may pay use it to initiate payments from any Deposit Account that is a checking account with unlimited check-writing privileges (a "Payment Account") to pay obligations owed to certain third parties in the United States, including, without limitation, any Union Bank mortgage, installment loan, credit card or line of credit account, These types of transactions are referred to in this

Agreement as "bill payments". You may initiate individual bill payments and may pre-authorize recurring bill payments.

**B. Authorization.** You agree that we may treat any bill payment that was initiated through The Union Bank bill payment system by you or by any other person using your User ID/Password the same as your duly executed written payment order or check, all in accordance with the terms of this Agreement and your deposit agreement with us.

**C. Time of bill payments.** Each bill payment must be initiated a certain number of business days before the business day that you want the bill payment to be made or it is due (the "Payment Date"). This number of business days is referred to as the "lead time". The first time you initiate a bill payment for a specific payee, the lead-time needs to be 3-4 business days. Thereafter, the lead time for the payee will be no less than 1 business day for electronic payments and 3-4 business days by check, as noted on your online payee list. Scheduled payments can be scheduled as late as 9:00 P.M. CST for both electronic and paper checks. Overnight and/or "Same-day" payments are of a different nature and need to be done by 3:00 P.M. CST. You should schedule each bill payment to be made prior to the due date of the bill payment. If you do not schedule a bill payment on time or if you do not otherwise initiate a bill payment properly, you will be solely responsible for any late charges, finance charges, or other costs resulting from failure to make the bill payment on time. You will be solely responsible for all inputting errors.

**D. Checks.** If the payee cannot or will not accept a bill payment by electronic fund transfer from the Service Provider, a check will be drawn on the Payment Account for payment to the payee. In addition, the Bill Payment Vendor cannot guarantee that a payment will be sent electronically. The way the payment is remitted depends on the payee, your payment history, recent activity, and the amount of your payment. Please keep in mind, that whether the system sends the payment electronically or as a paper payment, the goal is to deliver the payment to the payee on the due date. Also, as long as the payment was scheduled with the correct payee information and on time your payment will be covered under the CheckFree Guarantee which covers fees up to \$50.00 for a late payment.

**E. Returned or rejected bill payments.** If a bill payment is returned or rejected, whether by the Bank, the Service Provider or any third party (including, without limitation, an intermediary bank or the payee's bank), then either the Bank or the Service Provider will notify you and you will be solely responsible for re-initiating the bill payment. You agree to furnish to the Bank and/or the Service Provider such information as it may request to resolve any error or inquiry arising out of your initiation of any bill payment(s).

**F. Cancellation or stop payment of bill payments; revocation of authorization.** You may review, change or cancel bill payments online without an additional charge depending on the payment type and payee cutoff procedures prior to going into processing status. The Processing Date is the Payment Date minus the lead-time described in paragraph "C" of this Section. On and after the Processing Date, you may stop payment of a scheduled payment by contacting Premier Online Banking online Customer Service or by visiting any Union Bank branch office. However, you must call or visit the Bank at least three business days before the scheduled Payment Date. If you call, we will also require you to put your request in writing and deliver it to us no later than four days after you call. We will charge you the fee set forth in our current Schedule of Services and Service Charges (the "Service Schedule") for each stop payment order you give. Except as expressly otherwise provided in this Section, stop payment orders will be subject to the applicable provisions of our Rules and Regulations governing Deposit Accounts (the "Rules and Regulations"). You may not stop payment of any type of online transfer other than a bill payment. You may revoke your authorization for future recurring bill payments by deleting the bill payment instructions, as provided in the Software, by notifying the Bank, or by canceling the bill payment service.

**G. Inconsistent name and number appearing in a bill payment order.** If a bill payment initiated by you describes the intended recipient of funds inconsistently by name and account number, you agree that payment by the receiving bank (which may be the Bank) may be made on the basis of the account number alone even if that account is not owned by the person named in the bill payment. If a bill payment identifies an intermediary bank or the payee's bank

inconsistently by name and identifying number, you agree that we may rely solely on the number as the proper identification of the intermediary bank or the payee's bank even if it identifies a bank different from the bank identified by name. To the extent permitted by applicable law, you acknowledge and agree that your obligation to pay us the amount of the bill payment will not be excused in any circumstance described above and that you will reimburse us for any losses or expenses we incur as a result of our reliance of the identifying number provided in the bill payment.

**9. Electronic Mail Service.** You may use The Union Bank Online Banking Service to send electronic mail ("e-mail") to us and to receive e-mail from us. The e-mail service may not be used to make bank transfers between accounts or to make bill payments from an account. E-mail transmitted by you to us via The Union Bank online often will not be delivered to us immediately. **If you need to contact us immediately to stop payment, to report an unauthorized use of your User ID/Password, to report unauthorized access to an account, or for any other reason, you should call us at 1-318-253-4531 or you may use our toll free number 1-877-216-0490.** We will not be responsible for acting on or responding to any e-mail request made through The Union Bank online banking until we actually receive your e-mail message and have a reasonable opportunity to act. You should check your e-mail regularly; we will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that may affect your use of The Union Bank online banking.

**10. Additional Service.** We may, from time to time, make additional services available through The Union Bank online banking. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any additional instructions, procedures and terms provided to you with respect to each of these new services.

**11. Fees and Charges.** In consideration of our making The Union Bank online services available to you, you agree to pay, and you authorize us to automatically debit to the billing account designated on the Application (the "Billing Account") during the first week of each calendar month, the following non-refundable charges for the preceding calendar month:

**Access to the Premier Online Banking web site is furnished at no charge to the customer. The Union Bank has not instituted a charge for viewing your accounts or images. There is also no charge for the Bill Pay option however, if you make a Stop Payment, Statement Request or Funds Transfer, fees may be charged according to the fee amounts set up in the system by The Union Bank.**

These charges will not be prorated for portions of a month and may be changed pursuant to Section 21 of this Agreement. You will be solely responsible for all tariffs, duties, or taxes imposed by any government or governmental agency in connection with any transfer made pursuant to this Agreement and for all telephone charges, Internet access service charges, tools tariffs, and other costs for online sessions initiated by you. There may be other costs and charges associated with your accounts. Please refer to the service schedule for details.

**12. Errors and Adjustments.** We agree to correct any error made by the bank in crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.

**13. Account Reconciliation.** The Deposit Account statements or other notices provided to you by us will notify you of (a) the execution of bank transfers or bill payments and the debits to the Deposit Account made with respect to such bank transfers and bill payments, and (b) amounts debited by the Bank from the Billing Account or any other account for payment of the services or other charges pursuant to this Agreement. You agree that we will not be required to provide any other notice to you of the execution of bank transfers, bill payments, or debits. You agree to promptly examine each statement for a Deposit Account and to promptly report any discrepancies between your records and the Deposit Account statements or any other notices mailed by the Bank to you, as provided in Section 17.

**14. Settlement of Obligations.** Most transactions will be sent out by Service Provider and then a debit will occur to the customer's account on the specified date. If the funds are not available, they would try a second debit. After that, they would reach out to the customer to make good on the funds. There are occasions where a check may be printed with their information and your normal processing/rejections would occur below:

To the fullest extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfers to any of the accounts or (b) deducting the payment from the amount of any bank transfer or bill payment. Such obligations include, without limitation; fees owed to us and settlement for bank transfers or bill payments initiated through The Union Bank online banking. At the time any account is closed (whether by you, by us, or otherwise) or any Union Bank online service is terminated (whether by you, by us, or otherwise), you agree that all such obligations will be immediately due and payable to us, and you authorize us to withhold the amount of any such obligations from any account. Debiting an account or deducting payment from the amount of any bank transfer or bill payment is not the Bank's exclusive remedy under this or any other section of this Agreement, and the Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.

**15. Bank's Liability for Failure to Make or Stop Certain Electronic Fund Transfers.** If we do not complete an electronic fund transfer to or from a Deposit Account in a reasonable amount of time or in the correct amount according to our agreement with you, we will only be liable for your direct losses or actual damages and not any consequential, special or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Bank has been informed of the possibility of such damages), including, without limitation, attorneys fees in the following instances, however, the bank shall not be liable for any damages whatsoever:

- If, through no fault of ours, you do not have enough money in the Deposit Account (or any linked account) to make the electronic fund transfer.
- If the electronic fund transfer would go over the credit limit on any check overdraft protection line of credit account linked to the Deposit Account.
- If you have not completely and properly followed the terms of this Agreement or instructions provided by the Software regarding how to make or cancel an electronic fund transfer.
- If any data or instruction transmitted via The Union Bank online banking is inaccurate or incomplete.
- If you do not initiate an electronic fund transfer according to the time limits set forth in this Agreement and the online Payee list, or if the payment amount requested is less than the full amount due.
- If the electronic fund transfer has been transferred from the Deposit Account to a third party, including, without limitation, any third party through which payment is made and any payee or its financial institution.
- If the Hardware, the Software, the Service Provider, or any part of The Union Bank online system, including the bill payment service, was not working properly and you knew or should have known about the breakdown when you started your electronic fund transfer.
- If circumstances beyond our control, such as an act of God, failure, delay, or error on the part of any third-party service provider (including, without limitation, the Service Provider, the United States Postal Service or any other delivery service), power outage, difficulty with telephone or cable lines or satellite communications,

difficulty with any Hardware, the Software, or the Service Provider, computer virus or related problems, or cessation of the operation of the Service Provider or the arrangement between the Bank and the Service Provider, prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken.

- If your funds are being held or frozen or are subject to legal proceedings.
- If the funds in the Deposit Account are unavailable (funds are only conditionally credited until they become available for withdrawal).
- If your User ID/Password has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized.
- If you, any joint holder, or an authorized cosigner on a Deposit Account has requested that we stop payment of the electronic fund transfer.
- If you have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period for the type of Deposit Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts).
- If the Deposit Account has been closed.
- If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.
- There may be other exceptions stated in this or any other applicable agreement that we may have with you.

**16. Limits on Bank's Liability.** Our liability for electronic fund transfer made to or from Deposit Accounts is also governed by Sections 15 and 17. If any provision herein is inconsistent with any provision of Section 15 or Section 17 or any provision of applicable law that cannot be varied or waived by agreement, the provisions of those Sections or applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any Union Bank online service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the Bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Bank has been informed of the possibility of such damages), including, without limitation, attorneys fees. The Service Provider is an independent contractor and not the Bank's agent. The Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Provider. YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY FOR FITNESS OR FOR A PARTICULAR PURPOSE, IS MADE BY THE BANK WITH RESPECT TO ANY THE UNION BANK ONLINE SERVICE OR THE SOFTWARE, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. The only warranties are those provided by the licensor of the Software and set forth on the Software package. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, the Bank shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in

obtaining wire services or Internet access, or refusal or delay by the Service Provider or another bank or financial institution to execute any bank transfer or bill payment. In addition, the Bank shall be excused from any failure or delay in executing a bank transfer or bill payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that the Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed the Bank's agent.

**17. Your Liability for Unauthorized or Erroneous Transfers.** To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous transactions initiated through The Union Bank online banking. You have the obligation to immediately notify the Bank if your User ID/Password has been lost or stolen, or if someone has transferred funds from your account through The Union Bank online without your permission (or is contemplating do so). The following provisions of this Section apply only to your liability for unauthorized electronic fund transfers. An "unauthorized electronic fund transfer" means an electronic fund transfer from a Deposit Account that is initiated by another person without your authority to initiate the electronic fund transfer(s) and from which you receive no benefit. The term does not include any Union Bank online electronic fund transfer that is initiated by a person to whom you furnished your User ID/Password, unless you have notified us that electronic fund transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification. We may require that the notice be in writing. You could lose all the money in your Deposit Account, some or all of the money in any linked account, or up to your maximum overdraft line of credit if you have a check overdraft protection line of credit, if you fail or refuse to immediately advise the Bank of the unauthorized use of your User ID/Password . If your statement shows electronic fund transfers that you did not make, tell us at once. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you shall not be entitled to assert a claim against the Bank, nor be entitled to any damages from the Bank, as to said unauthorized transfers. This sixty (60) day limitation is without regard as to the standard of care exercised by the Bank. **If you believe your User ID/Password has been lost or stolen or that someone has transferred or may transfer money from a Deposit Account without your permission call: (318) 253-4531**

**Or write:**

**The Union Bank**

**Online Operations Division  
305 North Main Street  
Marksville, LA 71351**

**18. Rejection of Payment Orders; Overdrafts.** Service Provider does NOT confirm funds prior to sending payments. We distribute the payments and then debit the account. In cases of NSF's we would reach out to the customer to cover the outstanding amount. Service Provider has the right to freeze the Bill Pay profile to prevent further payments. Aside from checks cut on the persons account, all debits are done electronically and the bank would determine what is accepted or rejected based on funds available (and if there is some sort of overdraft in effect). If a payment order is rejected or a bank transfer or bill payment is returned, either the Bank or the Service Provider will notify you and you will have the sole obligation to remake the payment order in accordance with the terms of this Agreement and the Software. The Bank or the Service Provider may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer or bill payment even though an overdraft to the account results. To the extent permitted by applicable law, you agree that neither the Bank nor the Service Provider will have any liability whatsoever for refusing to accept any payment order or rejecting or returning any bank transfer or bill payment. If an overdraft occurs in a Deposit Account, you agree to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the



Deposit Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

**19. Disclosure of Deposit Account Information to Third Parties.** You agree that we may from time to time disclose to third parties information about your Deposit Account or the transactions that you make through The Union Bank online banking. We will disclose information to third parties about your Deposit Account or the transfers you make:

- A. Where it is necessary for completing bank transfers or bill payment or providing any other service in connection with The Union Bank online banking; or Bill Payment Service provider;
- B. In order to verify the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant; or
- C. In order to comply with government agency or court orders; or
- D. If you give us your written permission.

**20. Other Agreements; Severability; Governing Law.** The terms and conditions of this Agreement are cumulative with and in addition to any terms of the signature cards or account agreements for your Deposit Account(s), the applicable account disclosures, the Service Schedule, the Schedule of Funds Availability, the Bank's Electronic Fund Transfer Agreement and Disclosure Statement, the agreements governing the Credit Accounts, and the Application, all as may be amended from time to time. In the event of any conflict between this Agreement and the content of the Software or any related materials regarding the Bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearing house association as in effect from time to time with respect to all automated clearing house transfers made hereunder. This Agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the state where our offices holding the account(s) is located, without regard to such state's rules regarding conflict of laws.

**21. Amendments.** We may amend this Agreement from time to time. Each amendment will be effected by our mailing or otherwise delivering the amendment, revised agreement and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment shall be effected by mailing or otherwise delivering it to you or posting it in our full-service branch offices at least 10 calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: (a) if the Software or the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.

**22. Termination.** You agree that we may cancel or restrict your use of The Union Bank online banking or any Union Bank online service at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may cancel your online banking service by written request to the Bank at any time. If you cancel the bill payment service, all pending and/or recurring bill payments will be automatically canceled.

**23. Assignment.** You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and assigns of either party.

**24. No Third-Party Beneficiaries.** This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

**25. CHOICE OF FORUM AND JURY TRIAL WAIVER.** In the event any litigation is instituted to enforce or interpret the terms of this Agreement, you agree that the exclusive forum therefore shall be the Twelfth Judicial District Court of Avoyelles Parish, Louisiana. In the event that the Bank is the prevailing party, the Bank shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred including, but not limited to, those incurred incident to any appeal. **YOU AND THE BANK HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR THE BANK WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.**

**26. OWNERSHIP of MATERIALS.** The content and information on our site is the property of The Union Bank. It should not be duplicated or copied by any means.

**27. WAIVER.** The failure of either party at any time to require performance by the other party of any provision of this agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either party of a breach of any provision of this agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this agreement.

**28. SEVERABILITY.** If any provision of this agreement is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this agreement, and the parties shall substitute for the invalid provisions a valid provision which most closely approximates the intent and economic effect of the invalid provision.

I have read and understand the agreement within and agree with its content.

By \_\_\_\_\_

Date \_\_\_\_\_