

**Business Online Banking, Cash Management Services & Mobile Banking Services Terms and Conditions
This Online Banking Agreement and Disclosures (:Agreement”) is between Customer and Bank of
Erath for the delivery of Online Banking services related to Business Online Banking, Cash
Management Services and Mobile Banking services.**

This Agreement contains terms related to Online Banking & Mobiliti Services (“Services”) offered by Bank of Erath (“Bank”, “we”, and “us”). This Agreement incorporates, supplements and supersedes where inconsistent, the terms of your Business Online Banking and Cash Management Services Agreement with us (the “Agreement”) with respect to the Services. Please read this entire agreement carefully as it is part of your agreements with us. Your use of the Service will be deemed further evidence of your agreement to these terms.

1. **General Terms and Conditions:** Message & Data rates may apply to the Service.

Participation: By participating in the Service, you are agreeing to the terms and conditions presented here.

Software: Mobile banking and any software you may obtain from us or our service providers for mobile banking (“Software”) may not be available at any time for any reason outside the reasonable control of the Bank or its service providers.

Privacy and User Information: You acknowledge that in connection with your use of the Service, Bank of Erath, its affiliates and service providers, including Fiserv, Inc. and its affiliates may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Service or the Software (Collectively “User Information”). Bank of Erath, its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but we reserve the right to use and disclose this information as reasonably necessary to deliver the Service and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims and as otherwise authorized by you. Bank of Erath, its affiliates and service providers also reserve the right to monitor use of the Service and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter or edit any content.

Restrictions on Use. You agree not to use the Service or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable law, rules and regulations, including all applicable state, federal and international Internet, data, telecommunications, telemarketing, “spam” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the service or the Software to transmit or disseminate (i) junk mail, spam or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers, (iii) material or data that is illegal, or material or data as determined by Bank of Erath (in its sole discretion) that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene or otherwise objectionable materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Bank of Erath or any third-party service provider involved in the provision of the Service, (iv) material or data that is alcoholic beverage related (e.g.: beer, wine, or liquor), Tobacco related (e.g. cigarettes, cigars, pipes, chewing tobacco, vaping) guns or weapons related (e.g. firearms, bullets), illegal drugs related (e.g. marijuana, cocaine), pornographic related (e.g. adult themes, sexual content), crime related (e.g. organized crime, notorious characters), violent related (e.g. violent games) death related (e.g. funeral homes, mortuaries) hate related (e.g. racist organizations), gambling related (e.g. casinos lotteries, unlawful internet gambling) specifically mentions any wireless carrier or copies or parodies the products or services any wireless carrier (v) viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information (vi) any material or information that is false, misleading or inaccurate; (vii) any material that would expose Bank of Erath, any third-party service provider involved in providing the Service, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical or other technical harm to the equipment or facilities of Bank of Erath or Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party’s account; or (c) interfere in any manner with the provisions of the Service or the Software, the security of the Service or the Software, or other customers of the Service or the Software; or (d) otherwise abuse the Service or Software.

2. **Authorization:** Customer warrants, as of the date of this Agreement and at any time Business Online Banking or a Service is used or performed that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its

organization; (b) it has the requisite power and authority to execute and deliver and to perform its obligations under this Agreement and the services used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed has been obtained.

3. **Acceptance:** By subscribing to Business Online Banking, Customer expressly acknowledges and agrees that it shall be subject to and abide by all of the terms and conditions contained in this Agreement at all times.
4. **Services:** The following services ("Services") are offered through Business Online Banking:
 - View Account Information - Transaction Inquire - Funds Transfer between accounts - Stop Payments - Imaging for checks and deposit tickets - ACH Origination - View Statements

Other services: Mobile Access – You can use a cellular phone or other mobile communication device approved by us ("Mobile Device") to obtain information about your accounts and transactions, communicate with us, receive transaction information, transfer funds between your designated accounts with us, and approve transactions that have been initiated through our business online banking service.

Bill Payments - You can make bill payments to others.

Mobile Deposit Capture – You can use your Mobile Device to deposit checks to your designated Bank account by capturing images of the original paper check and transmitting the digital images and associated deposit information to us with the proper endorsements as per our Mobile Deposit Capture requirements.
5. **Your Equipment:** In order to use the services, you will need a computer or Mobile Device that is web-enabled with a working connection to the Internet. Your Mobile Device must support 128-bit encryption. You also will need our mobile banking App installed on your Mobile Device. You are responsible for obtaining and maintaining any equipment that is necessary for the service, such as your computer or Mobile Device. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time, with or without notice to you. We are not responsible for any errors, failures or malfunctions of your Mobile Device software or other equipment required for the Service, or for any virus or related problems that may occur with your use of this Service. The service may not be available over some network carriers and may not support all mobile devices. We assume no responsibility for the defects or incompatibility of any equipment or software that you use for the Service, even if we have previously approved their use. We reserve the right to change our system requirements from time to time. Please note that your wireless provider may charge you for internet-related use and text messages. This Agreement does not amend any agreement you may have with your internet service or wireless providers.
6. **Your Password:** You must be enrolled for our Business Online Banking Services. You will have a User Name a Password and/or other means of identification and authentication to use and access our Business Online Banking Services. You are responsible for keeping the User Name and Password information secure and confidential. Never place your Password on or near your computer or Mobile device. For security reasons, we may disable your Password or completely block your Business Online Services if any types of fraudulent transactions are suspected. We may disable your Password if it is entered incorrectly several times. We may act on any service instructions that are accompanied by your Password. You agree not to disclose your Password to anyone and to take other reasonable precautions to ensure the safety, security and integrity of transaction conducted with your electronic devices
7. **Additional Security: Security Tokens** – Security tokens provide our clients with an additional layer of Business Online Banking security. We may at any time require you to use security Token(s) or other means of dual authentication as a condition to access to our Business Online Banking services. We reserve the right to suspend or limit your access to our Business Online Banking Service until such secure tokens are being used. You and your administrator(s) have the responsibility to ensure all appropriate users obtain a Security Token. You agree to notify Bank of Erath immediately as to the loss or theft of a security Token, any unauthorized use of the Token, or any other breach of security. Bank of Erath reserves the right to prevent your access to Business Online Banking should Bank of Erath have reason to believe the confidentiality of your Password or Token has been compromised. Bank of Erath reserves the right to charge a fee for the replacement of a lost or stolen Token.
We may dishonor or disable a Security Token at any time and will inform you if we decide to do so. We may also issue additional or replacement Tokens from time to time and the Company, its Administrators and users shall follow Bank of Erath's instructions regarding the distribution, installation and use thereof.
8. **Bill Payments:** You can use this service to make payments to others from one or more of your designated checking accounts with Bank of Erath. Payments cannot be made from a money market or savings account and **any requirement for dual signatures on checks do not apply to this service.**
9. **ACH Origination:** If applicable, the Automated Clearing House ("ACH") Services offered through Business Online Banking will be governed by the ACH Origination Agreement that you previously executed. Uncollected funds may not be used for ACH. Prior approval must be obtained from Bank of Erath before ACH services may be available, additional Agreements, fees and/or disclosures will apply.

- 10. Funds Transfer:** Funds transfer is the allocation of funds from one account to another account. Funds transfers entered prior to 4:00 P.M. CST on a Business Day will be processed on that business day. Funds transferred entered after 4:00 P.M. CST or on a non-business day will be processed the following Business day. Loan payments will comply with the terms and agreements previously agreed to in the Note and Loan Agreement. Customer authorizes Bank of Erath to withdraw the necessary funds from your account with Bank of Erath to process the funds transfer transaction. Any funds transfer shall be in an amount not to exceed any limit established by Bank of Erath from time to time. Uncollected funds may be accessed for funds transfer and check clearing, subject to applicable fees as stated in the Business Account Service Fee Summary. Customer assumes responsibility for verifying availability of funds at the time of the funds transfer order. If account is overdrawn, Customer agrees to immediately pay Bank of Erath the overdrawn amount together with any applicable fees as stated in the Business Account Service Fee Summary Disclosure. Fund transfers are not available for certificate of deposit accounts. Types of transfers available to process through Business Online Banking include checking to checking, checking to money market, checking to savings, savings to savings, savings to checking, checking to loan, savings to loan checking to line of credit.
- 11. Overdrafts:** Customer is liable for any Account shortages resulting from overdrafts and/or fees, whether caused by Customer, authorized user or another with access to Business Online Banking and/or debit card. This liability is due immediately, and the item and fees can be deducted directly from the account. Customer does not have the right to defer payment of this liability and you are liable regardless of whether you processed the item or benefited from the fee or overdraft. This includes liability of our costs to collect the outstanding balance including to the extent permitted by law and out attorney's fees.
- 12. Stop Payments:** A stop payment order must be received by Bank of Erath at such time and in such manner that Bank of Erath has a reasonable opportunity to act on it prior to the earlier of the payment of the check, draft or other payment mechanism (e.g. ACH) by Bank of Erath or the cutoff hour established by Bank of Erath for receipt of such requests, if any. Use of this stop payment request form by a Customer and receipt of same by Bank of Erath (whether received electronically or otherwise) constitutes your agreement to all of the terms and conditions contained herein and authorize Bank of Erath to initiate the stop payment order. Stop payment orders received after regular banking hours, on Saturday or Sunday, or federal/state holiday or any time Bank of Erath is not open to the public for business will be considered received and will be processed on the NEXT BUSINESS banking day. Bank of Erath is not bound by a Stop Payment Order after Six Months from the date of such order unless such order is renewed for an additional six months.
- You understand that stopping payment on a check does not relieve you or any other signer of such check from liability on the check to a person who has taken such check for value, in good faith and without notice of any defense or claim that you or any other signer of the check may have on the check. If more than one signer is required on such check, Bank of Erath is authorized to accept the Stop Payment Order from any or such signers. You agree to pay the stop payment fees identified in Bank of Erath's current Business Account Disclosure or brochure and as amended from time to time and authorize Bank of Erath to deduct any such fees from any account you maintain with Bank of Erath. You understand the need for ABSOLUTE ACCURACY in describing the check upon which stop payment is requested. **IF ANY INFORMATION DESCRIBING THE CHECK IS NOT ACCURATE, BANK OF ERATH MAY NOT FIND THE CHECK OR INITIATE THE STOP PAYMENT ORDER.** Bank of Erath shall not be liable for failing to stop payment of a check or for stopping payment on the wrong check if the information regarding the check is not completely and accurately described and provided to Bank of Erath. You agree to indemnify and hold harmless Bank of Erath against any loss, cost, claim, expense, damage or liability (including reasonable attorney's fees) Bank of Erath may sustain for stopping payment on any check described herein in accordance with any stop payment order received by Bank of Erath. You agree to notify Bank of Erath promptly of the issuance, check number and date of a duplicate check or the return of the original check. You agree to notify Bank of Erath in writing if you wish to release the stop payment order. You may contact Bank of Erath in person or in writing at the following: Bank of Erath, 105 W. Edwards, Erath, LA 70533.
- 13. Fees:** Customer shall compensate Bank of Erath for the performance of each Service in accordance with the applicable fees listed in our Business Account Service Fee Summary, Disclosures, Brochures, ACH Origination Agreements and/or Online Banking Disclosure, which may be amended from time to time.
- 14. Liability:** Bank of Erath shall not be liable to you for any damages whatsoever arising in connection with the accuracy and completeness of information supplied through Business Online Banking regarding your account. We will exercise ordinary care in providing Business Online Banking Services and will be responsible for a loss sustained by you only to the extent such loss is caused by Our reckless or willful misconduct. In no event shall clerical errors or mistakes in judgment constitute failure to exercise ordinary care, nor shall we have any liability for any indirect, incidental, consequential (including lost profits); special or punitive damages whether arising in contract or in tort and whether or not the possibility of such damages was disclosed to or could have reasonably been foreseen by Bank of Erath. Under no circumstances shall Bank of Erath be responsible for any liability, loss or damages resulting from any delay in performance of or failure to perform in connection with any Service which is caused by interruption of telephone, facsimile or communication facilities delay or transportation, equipment breakdown or mechanical malfunction,

electrical power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by you or any third party, strikes or lockouts, emergency conditions, riots, war, acts of government or other circumstances which are unavoidable beyond our control. Bank of Erath shall not be liable for failure to perform any of its obligations in connection with any Business Online Banking Services if such performance would result in it being in breach of any law, regulation or requirement of any government authority.

15. **Exclusion of Warranties:** Business Online Banking makes use of a private network, intended for authorized users only. We have confidence in the security measures we employ, however, this is not an invitation for individuals to attempt unauthorized access. BY USING Business Online Banking, CUSTOMER AGREES TO ACCEPT COMPLETE RESPONSIBILITY. THEREFORE BANK OF ERATH AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO CUSTOMER'S USE. AUTHORIZED OR UNAUTHORIZED, OF BUSINESS ONLINE BANKING, AND BANK OF ERATH FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THIS SERVICE IS MADE AVAILABLE ON AN "AS-IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR SERVICE PROVIDERS PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THIS SERVICE. ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW. NEITHER WE NOR OUR SERVICE PROVIDORS ASSUME ANY LIABILITY FOR THE UNAVAILABILITY OF THE SERVICE.
16. **Indemnification:** Customer shall indemnify and hold harmless Bank of Erath and each of its directors, officers, employees, agents, successors and assigns ("Indemnitees") from any against all liability, loss and damage of any kind incurred by or asserted against indemnitee in any way relating to or arising out of any Service, by reason of any acts or omissions of Customer or any third party or otherwise, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of such Indemnitee and provided that reliance without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by Customer will in no event constitute gross negligence or willful misconduct on the part of such Indemnitee.
17. **Account Information Disclosure:** The circumstances under which we may provide information about accounts to third parties are summarized in our current privacy notice. Customers agrees that we may deliver our privacy notices and opt-out notices to customer by making them available on www.bankoferath.com. Customer may access privacy notices on www.bankoferath.com or request a paper copy by writing Bank of Erath at 105 W. Edwards, Erath, LA 70533.
18. **Electronic Record Consent:** You consent to receive electronic records that may be required to be made available during the course of your Business Online Banking relationship with us. You have a right to withdraw the consent to receive electronic records by notifying us in writing at Bank of Erath, 105 W. Edwards, Erath, LA 70533.
19. **Termination of Discontinuatio:** In the event customer wishes to discontinue Business Online Banking, Customer must notify us in writing. Written notice of service discontinuance must be supplied ten (10) business days prior to the first day of the month to Bank of Erath, 105 W. Edwards, Erath, LA 70533. Customer may also notify us verbally at any of our bank locations. After customer's proper notice is received by us, the actual discontinuance date of Business Online Banking, for purposes of monthly fees, will be the first day of the next month. As such, monthly fees, if applicable, for Business Online Banking will not be prorated.
20. **Termination:** Bank of Erath may modify, suspend or terminate customer's privileges of using Business Online Banking and may withhold approval of any transaction, at any time, without prior notice to customer. In the event we terminate Business Online Banking, we will endeavor to notify customer in advance but are not required to do so. Customer will be notified as soon as practicable.
21. **Assignment:** Customer may not assign this Agreement to any other party. Bank of Erath may assign this Agreement to our successor in interest or to any, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.
22. **Third Parties:** Customer understands that support and services relating to Business Online Banking, Mobiliti, Bill Payment services and/or ACH Origination are provided by third parties other than us and Customer authorizes Bank of Erath to contract with third parties to provide such support and services.
23. **No Waiver:** We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by Bank of Erath. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be constituted as a bar or waiver of any rights or remedies on future occasions.
24. **Governing Law:** This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Louisiana.
25. **Conflict of Provisions:** This Agreement is intended to supplement and not to replace other agreements between Customer and Bank of Erath relating to Accounts, including, without limitation, the Deposit Disclosure. The deposit

Accounts accessed by Business Online Banking remain subject to the Deposit Disclosure governing deposit accounts which have been provided to you. Additionally, any loan or line of credit accessible by Business Online Banking will remain subject to the Loan Agreement that you executed previously. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail, unless otherwise specified in the Agreement.

26. **Hours or Operation, Service Unavailability:** The information provided may not reflect recent or pending transactions. There may be times when all or part of the Service is temporarily unavailable due to system outages, maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and software provider. We may suspend this Service immediately if we believe the security of the Service has been compromised or we question the legality of any transaction. We assume no responsibility for any damage or delay that may result from such unavailability.
27. **Discrepancies:** We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments. If a transfer or payment instruction identifies a payee or a bank by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers.
28. **Binding Effect:** This Agreement shall bind and benefit the parties and their successors and assigns. Bank of Erath may from time to time amend any of the terms of this Agreement. Customer will be provided with notice of any such amendments in accordance with Bank of Erath's normal business practices. By continuing to use any Service after notice of such amendment, Customer shall be deemed to have agreed to such amendment and shall be bound by this Agreement as so amended.
29. **Prohibited Uses:** The following content and activities may not be displayed or promoted by Customer nor associated in any way with Customer's Account, including without limitation:
 - Transmission, storage or presentation of any information, data or material in violation of any United States, federal, state or local law, rule or regulation.
 - Copyrighted materials without the proper authorization or permission.
 - Material protected by trade secret or other statute.
 - Pornography, nudity, erotica, and sex related merchandising, including, without limitation, sites that may infer sexual content or link to adult content elsewhere.
 - Content that promotes any illegal or prohibited activity.
 - Content that may be damaging to Bank of Erath servers or to any other server on the Internet.
 - Promotion or sale of unsolicited or bulk email (SPAM) software or services.
 - Unsolicited or bulk email or newsgroups post (SPAM) which references and/or is traceable to Bank of Erath or Customer in any way.
 - Illegally distributed MP3 media.
 - Harassing, annoying or otherwise interfering with any person's, groups or organization's use or enjoyment of the Internet experience.
 - Links or references to any of the above.
30. **Refusal of Services:** Bank of Erath reserves the right at all times and for any reason to refuse or cancel the Services in its sole discretion, with or without notice to Customer.
31. **Other Terms:** Please see the Agreement/Disclosure for other terms relating to this Service (e.g. security procedures, dispute resolution, limitation on transactions, service charges and fees).