Bank of Zachary-*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 Bank of Zachary, 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, "Bank of Zachary-***Online*** banking service"), or by your initial access to the Bank of Zachary-***Online*** banking service, and in consideration of our allowing you access to the Bank of Zachary-***Online*** banking service, you agree to the terms and conditions of this Agreement. Each reference in this Agreement to the "Bank", "Bank of Zachary", "Bank of Zachary-***Online*** ", "we", "us", or "our" refers to the Bank of Zachary, 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 Bank of Zachary-***Online*** banking services with respect to the account. Each time you use the Bank of Zachary-***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 Bank of Zachary Web Site. This agreement will be effective as of the date of our acceptance of this Agreement as evidenced by our issuance of a PIN to you as provided in Section 3. Please read this Agreement carefully and keep it for future reference.

HOST SECURITY. The Bank of Zachary–***Online*** is part of the ***Fidelity National Information Services (the Service Provider) Internet banking Network*** that utilizes comprehensive security strategy to protect your accounts over the Internet**.** The service provider's web server does not connect directly to the Internet. It is buffered from the Internet through the use of an ICSA certified 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.

BROWSER SECURITY. The Bank of Zachary Internet Banking system 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. An indicator on your web browser can verify this. 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.

LINKS. Links to non-Bank of Zachary 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 Bank of Zachary website, and the Bank of Zachary is not responsible for the content of such sites as we have no control over what is displayed there. The Bank of Zachary does not guarantee the authenticity of documents at such sites, and links to non-Bank of Zachary 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-Bank of Zachary site is solely at the user's own risk.

(1) HARDWARE AND SOFTWARE REQUIREMENTS

To be able to use Bank of Zachary-***Online***, 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 Bank of Zachary-***Online*** services through the PC banking service provider (the "Service Provider") 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 Software for computer viruses and other related problems before you use them.

(2) THE ACCOUNTS

Generally. You agree to use Bank of Zachary-***Online*** banking service 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. ***The use of accounts that require two (2) or more signatures is prohibited***. If you close or delete the only checking account designated for Bank of Zachary-***Online*** banking, you will no longer be able to use Bank of Zachary-***Online*** banking service.

(3) PIN; CONFIDENTIALITY OF PIN

All Bank of Zachary-***Online*** banking transactions or inquiries must be initiated by use of your Bank of Zachary- O***nline*** banking personal identification number (the "PIN"). We will assign you a PIN after we have accepted your Application. The first time you sign on Bank of Zachary-***Online*** banking service, you will be required to select a new PIN. You may change your PIN 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 PIN. No Bank employee will ever ask for your PIN, nor should you provide it to anyone unless you intend to allow that person access to your accounts. **YOU AGREE TO KEEP YOUR PIN CONFIDENTIAL. USE OF THE PIN BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH BANK OF ZACHARY-*ONLINE* BANKING.** You agree that any Bank of Zachary-***Online*** transaction or request initiated by use of the PIN will be subject to and governed by this Agreement.

If you authorize another person to use your PIN, that person can use the Bank of Zachary-***Online*** banking service 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 PIN is strongly discouraged by the Bank, and done at your sole risk and peril.

If a third party should gain access to your PIN, you alone are responsible for changing the PIN 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 PIN through no fault of the Bank.

You should always exit Bank of Zachary-***Online*** after you finish viewing your accounts. Never leave your computer unattended while accessing Bank of Zachary-***Online***. If you should, a third party may be able to access your accounts from your terminal, without ever needing to use your PIN.

(4) BUSINESS DAYS

Business days for the Bank and for Bank of Zachary-***Online*** are Monday through Friday, excluding holidays. You may access the accounts through Bank of Zachary-***Online*** 24 hours a day, seven days a week, except that the Bank of Zachary or the Service Provider 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 Bank of Zachary 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 Bank of Zachary-***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 Bank of Zachary account

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 Bank of Zachary. 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

Deposit Accounts. You may use Bank of Zachary-***Online*** 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".

Authorization. You expressly authorize us to debit the appropriate Deposit Account in the amount of any bank transfer initiated through Bank of Zachary-***Online*** by you or by any other person who is authorized to use your PIN. 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.

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.

Time of bank transfers; posting; funds availability. If you initiate a bank transfer of available funds on or before six (6) p.m. Central Time on a business day, the bank transfer will be posted to the Deposit Account on the same business day. If you initiate a bank transfer other than before six (6) p.m. Central Time on a business day, the bank transfer will be posted on the next business day.

(7) ACCOUNT INFORMATION

You may use Bank of Zachary-***Online*** 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 will be for the sub-accounts through which you have access to your funds in the account. All account information provided via Bank of Zachary-***Online*** 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 Fidelity National Information Services (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 use Bank of Zachary-***Online*** to initiate payments from any Deposit Account that is a checking account ***(accounts requiring two (2) or more signatures excluded)*** with unlimited check-writing privileges (a "Payment Account") to pay obligations owed to certain third parties in the United States, including, without limitation, any Bank of Zachary 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 though Bank of Zachary-***Online*** by you or by any other person who is authorized to use your PIN 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 (the "Payment Date"). This number of business day is referred to as the "lead time". The first time you initiate a bill payment for a specific payee, the lead-time will be 10 business days. Thereafter, the lead-time for the payee will be at least 5 business days for electronic payments and 10 business days by check, as noted on your online payee list. If you initiate a bill payment before 3 P.M. Central Time on a business day, the bill payment will be deemed initiated on that business day. If you initiate a bill payment other than before 3 P.M. Central Time on a business day (for example, on a Saturday, Sunday or holiday), the bill payment will be deemed initiated on the next business day. 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, finances 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. The check will be signed by the Bank or its representative, and will not be signed by you; however, you agree that any check issued in this manner to make a bill payment initiated in accordance with this Section will be deemed authorized and may be paid by the Bank from the Payment Account.

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 until 3 P.M. Central Time on the business day before the Processing Date by following the instructions in the Software. The Processing Date is the Payment Date minus the lead-time described in paragraph © of this Section. On and after the Processing Date, you may stop payment of a scheduled payment by contacting the Bank of Zachary-***Online*** Customer Service or by visiting any Bank of Zachary 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 by calling 1-877-277-3792.

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 Bank of Zachary-***Online*** 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 Bank of Zachary-***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 PIN, to report unauthorized access to an account, or for any other reason, you should call us at 1-225-654-2701**. We will not be responsible for acting on or responding to any e-mail request made through Bank of Zachary-***Online*** 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 my affect your use of Bank of Zachary-***Online***.

(10) ADDITIONAL SERVICE

We may, from time to time, make additional services available through Bank of Zachary-***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 Bank of Zachary-***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 Bank of Zachary web site is furnished at no charge to the customer. The initial set-up fee of $5.00 for -Online banking is waived until further notice, and Bank of Zachary has not instituted a charge for viewing your accounts, or Completing transfers to and from your individual accounts.

Special service fees related to the Bill Payment System are detailed in the Service Schedule section (27) of this agreement.

The Bank of Zachary reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

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 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 RECONCILLIATION

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

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 Bank of Zachary-***Online*** banking. At the time any account is closed (whether by you, by us, or otherwise) or any Bank of Zachary-***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 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, except in the following instances:

***** 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 an electronic transfer.

* If any data or instruction transmitted via Bank of Zachary-**Online** banking are 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 Bank of Zachary-***Online*** system, including the bill payment service, was not working properly and you knew 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 problem, 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 PIN 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

Sections 15 and 17 also govern our liability for electronic fund transfer made to or from Deposit Accounts. 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 Bank of Zachary-***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 OR FITNESS OR A PARTICULAR PURPOSE, IS MADE BY THE BANK WITH RESPECT TO ANY BANK OF ZACHARY -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 Bank of Zachary-***Online*** banking. You have the obligation to immediately notify the Bank if your PIN has been lost or stolen, or if someone has transferred funds from your account through Bank of Zachary-***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 Bank of Zachary-***Online*** electronic fund transfer that is initiated by a person to whom you furnished your PIN, 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 PIN. 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 PIN has been lost or stolen or that someone has transferred or may transfer money from a Deposit Account without your permission call: (225) 654-2701.**

Or write us at Bank of Zachary
Internet Banking
4743 Main Street
Zachary, LA 70791

(18) REJECTION OF PAYMENT ORDERS; OVERDRAFTS

You acknowledge that the Bank or the Service Provider may from time to time, in its sole discretion, reject any bank transfer or bill payment request (any "payment order") or return any bank transfer or bill payment (a) if there are insufficient or unavailable funds in the Deposit Account or the Deposit Account has been closed or is frozen, (b) if the payment order does not conform to the terms of this Agreement or the Software, or (c) if the payment order appears to be a duplicate, but neither the Bank nor the Service Provider is under any obligation to recognize that a payment is a duplicate and you should not rely on the Bank or the Service Provider to do so. 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 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 Bank of Zachary-***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 Bank of Zachary-***Online*** banking; or

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 law permits the waiver. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearinghouse association as in effect from time to time with respect to all automated clearinghouse 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. Our mailing or otherwise delivering the amendment, revised agreement and/or notice thereof to you in accordance with applicable federal and state laws will effect each amendment. If no federal or state law specifically governs the amendment, the amendment shall be effected by mailing or otherwise delivering it to you or positing 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 Bank of Zachary-***Online*** banking or any Bank of Zachary-***Online*** service at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may cancel Bank of Zachary-***Online*** 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 Circuit Court of Baton Rouge, 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 **Bank of Zachary**. It should not be duplicated or copied by any means.

(27) SERVICE SCHEDULE

Authorized overdraft fee …….. $ 30.00 each

NSF fee (Paid items) …… $ 30.00 each

NSF fee (Returned items) …… $ 30.00 each

Stop Payment Orders …… $ 30.00 each

Bill Payment Related Service fees:
These charges will only be assessed if you request one or more of the services listed here.
There will be NO Charge for any item if needed to correct an error caused by the Bank of Zachary.

Written Correspondence to Merchant.....$ 12.00
Per proof of Payment not necessitated by a dispute.....$ 12.00
Per payment canceled after cut-off time and prior to disbursement.....$ 9.00
Payments returned due to customer error.....$ 7.50

Revised 1-20-2010