

# IBERIABANK

## Client Agreements and Disclosures

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March 2018  
Miami-Dade County

IBERIABANK  
P.O. Box 7299  
Little Rock, AR  
72217-7299

**Important information about your account(s).**

Beginning March 26, 2018 your account information will be transferred to IBERIABANK. While you may see some minor changes to your account(s), you should experience virtually no disruptions in service. We are committed to making this a seamless transition. Please review the enclosed information for specific changes to your account(s). If you have additional questions or want more information please contact a Customer Service Representative at (800) 682-3231 or visit your nearest IBERIABANK branch location. We value your relationship with us and look forward to continuing to serve you.

## TERMS AND CONDITIONS OF YOUR ACCOUNT

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

Your account is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state in which the branch office where you opened your account is located. If you did not open your account in person at a branch office, but through the mail, by phone, or over the internet and you reside, or maintain a residence, in a state where the Bank operates a branch office, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state where the branch office is located. If you do not reside, or maintain a residence in a state where the Bank operates a branch office and you opened your account through the mail, by phone, or over the internet, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state of Louisiana. These choice of law provisions are to apply without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. Throughout this document, when a provision is identified as being applicable to a certain state (for example, “in Louisiana”), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

In Louisiana, Alabama, Florida, South Carolina, and Texas, “Party” means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**In Louisiana, LIABILITY-** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (in solidio) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**In Alabama, Arkansas, Florida, Georgia, New York, North Carolina, South Carolina, Tennessee, and Texas, LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-

party check for deposit, we may require any third-party endorsers to verify or guarantee their indorsements, or indorse in our presence.

## **WITHDRAWALS -**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following:

(1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions,

(2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$5.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**In Louisiana, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or

effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account** - This is an account in the names of two or more persons. Any one of such persons, acting alone, has complete access to the account. Upon the death of any party to such account, we are permitted to pay the account balance to the surviving parties, but this authority protects us only. The surviving joint parties may be liable to the heirs, legatees, or creditors of the deceased party to the extent the funds withdrawn by the survivors were owed to the deceased. If any party to a joint account sends notice to us to prevent withdrawals from the account by another party or parties, we may require the party to withdraw the balance and close the account or we may refuse to allow any further withdrawals from the account except upon the written consent of all parties to it. The remedy we choose is entirely at our discretion.

**Revocable Trust or Pay-on-Death Account** - If two or more of you create such an account, you own the account jointly and the respective interests of each of you shall be deemed equal, unless otherwise stated in our account records. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, unless otherwise stated in our account records. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**In Alabama, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Parties own account during the lifetime of all parties in proportion to their net contributions, unless there is clear and convincing evidence of a different intent.

**In Alabama, RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**In Arkansas, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Pay-On-Death Account** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless:

(1) all persons creating the account die, and

(2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, with right of survivorship. The person(s) creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**In Florida, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned.

**Multiple-Party Account - Tenancy by the Entireties** - The account is owned by two parties who are married to each other and hold the account as tenants by the entirety.

**In Florida, RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to the surviving party or parties.

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**In Georgia and Tennessee, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.



**Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the “number of signatures” necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**In New York, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is owned by two or more persons. Deposits and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release the entire account to any owner during the lifetime of all owners.

We may honor withdrawal requests (including checks) from any owner during the lifetime of all owners. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Unless an owner directs us by written notice not to honor the withdrawal request (including checks) of an owner we will not be liable for doing so. After we receive such a notice, we may require written authorization of any or all joint owners for any further payments or deliveries.

**Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the “number of signatures” necessary for withdrawal.

**Convenience Account** - governed by New York Banking Law § 678. See separate disclosure.

**Revocable Trust Account** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**In North Carolina, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship** - You intend and agree that regardless of whose funds are deposited in the account, that upon your death the balance in the account will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with right of survivorship. This agreement is governed by North Carolina General Statutes § 53C-6-6.

**Personal Agency Accounts** - Such an account allows you to name an agent who will have authority to make withdrawals from the account by check or otherwise and indorse checks payable to you for deposit only into the account and otherwise make deposits. In addition, you may elect to extend the authority of your agent so your agent may act notwithstanding your subsequent incapacity or mental incompetence. Your agent's authority would then end at such time as the agent receives notification from a qualified guardian or duly appointed attorney-in-fact. If you do not extend the authority of your agent, then your subsequent incapacity or mental incompetence will terminate the authority of your agent. This agreement is governed by North Carolina General Statutes § 53C-6-8.

**Joint Account - No Survivorship** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person.

**Payable on Death (POD) Account** - A beneficiary cannot withdraw unless: (1) the person creating the account dies, and (2) the beneficiary is then living. The person creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time. This agreement is governed by North Carolina General Statutes § 53C-6-7.

**In South Carolina, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

**In South Carolina, RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**In Texas, UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE** - The type of account you select may determine how property passes on your death. You will may not control the disposition of funds held in some of the following accounts. You may choose to designate one or more convenience signers on an account, even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

**Single-Party Account Without "P.O.D." (Payable on Death) Designation** - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**Single-Party Account With “P.O.D.” (Payable on Death) Designation** - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party’s estate.

**Multiple-Party Account Without Right of Survivorship** - The parties to the account own the account in proportion to the parties’ net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party’s ownership of the account passes as a part of the party’s estate under the party’s will or by intestacy.

**Multiple-Party Account With Right of Survivorship** - The parties to the account own the account in proportion to the parties’ net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party’s ownership of the account passes to the surviving parties.

**Multiple-Party Account With Right of Survivorship and “P.O.D.” (Payable on Death) Designation** - The parties to the account own the account in proportion to the parties’ net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

**Convenience Account** - The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party’s estate under the last surviving party’s will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties’ ownership of the account.

**Trust Account** - The parties named as trustees to the account own the account in proportion to the parties’ net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee’s estate and does not pass under the trustee’s will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

## **BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS -**

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**In Louisiana, Alabama, Georgia, North Carolina, and Tennessee, STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys’

fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**In Florida, STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, it must be made in a signed and dated writing, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**In Arkansas and South Carolina, STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop payment records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to

cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**In New York, STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it. Because stop-payment orders are handled by computers, to be effective the order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item.

Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

**In Texas, STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law; it must be made in a dated, authenticated record that describes the item with certainty. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop payment records you can give us). We must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**In Louisiana, Alabama, Arkansas, Florida, Georgia, North Carolina, and South Carolina, STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks (For consumer accounts only)** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**In New York, STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with “reasonable care and promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the entire loss. Your loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. We lose these protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 14 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances.

However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks (For consumer accounts only)** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**In Tennessee, STATEMENTS - Your duty to report unauthorized signatures, alterations, forgeries and other errors** - You must examine your statement of account with “reasonable promptness.” In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. If you discover (or reasonably should have discovered) any unauthorized signatures, alterations, incorrect payment amounts, or missing or incorrectly credited deposits, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the loss yourself unless you prove that we did not pay the item in good faith. The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and items and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, incorrect payment amounts, missing or incorrectly credited deposits, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will



be entirely yours. This 60-day limitation is without regard to whether we used good faith. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Errors relating to electronic fund transfers or substitute checks (For consumer accounts only)** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**In Texas, STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks (For consumer accounts only)** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**In Louisiana, Alabama, Arkansas, Georgia, North Carolina, South Carolina, and Tennessee, SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a



due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if:

- (a) it is an Individual Retirement Account or similar tax-deferred account, or
- (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**In Florida, SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

The funds in joint accounts, including accounts owned as tenants by the entireties, may be set off by us for any individual or joint debt of any person having withdrawal rights. To the extent that setoff of funds in an account owned by husband and wife as tenants by the entireties would ordinarily not be permitted by law for a debt of only one of the spouses, both spouses and all persons having rights of withdrawal hereby waive that right and consent to setoff for either an individual or joint debt owed by one or both of them to this bank. This waiver and consent applies to debts on which any one of you is liable, whether jointly with another, individually, or those on which you are secondarily liable.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if:

- (a) it is an Individual Retirement Account or similar tax-deferred account, or
- (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**In New York, SETOFF** - You each agree that we may (when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) social security or supplemental security income payments are deposited directly into this account pursuant to an

agreement with us which permits such direct deposit without presentation to you at the time of deposit, or (e) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**In Texas, SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if:

(a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) the debt is created by a home equity loan, or (e) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**In Louisiana, AUTHORIZED SIGNER (Agent) (Individual Accounts only)** - A single individual is the owner. The authorized signer (hereinafter "agent") is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until:

(a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

**In Alabama, AGENCY (Power of Attorney) DESIGNATION (Single-Party Accounts only)** - A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until:

(a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

**In Arkansas, AGENCY (POWER OF ATTORNEY) DESIGNATION** - Agents may make account transactions on behalf of the parties, but have no ownership or rights at death unless named as Pay-on-Death beneficiaries. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

**In Florida, CONVENIENCE ACCOUNT AGENT (Single-Party Accounts only)** - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience account agent.

**In Georgia, AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**In South Carolina, DESIGNATION OF AGENT FOR ACCOUNT (Single-Party Accounts only)** - A single individual is the owner. The agent is authorized to make all transactions on the account that the owner can make, including, but not limited to, closing the account, but may not in any other manner affect the rights of the owner or beneficiaries. The owner does not give up any rights to act on the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

**In Tennessee, ADDITIONAL AUTHORIZED SIGNATORY (Individual Accounts only)** - A single individual is the owner. The additional authorized signatory is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the additional authorized signatory may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the additional authorized signatory. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the additional authorized signatory until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an additional authorized signatory.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “not valid for more than \$1,000.00.” The payee’s signature accompanied by the words “for deposit only” is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

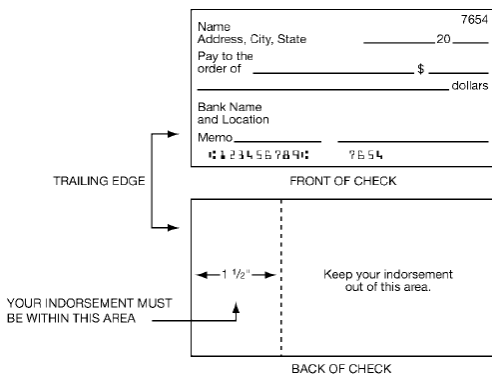
**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver’s license number, etc.) must fall within 1 1/2” of the “trailing edge” of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2” of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**In Alabama, Arkansas, Florida, Georgia, Louisiana, North Carolina, South Carolina, and Tennessee, SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**In New York, SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. If you are negligent in safeguarding your checks we will not be responsible for any losses you incur due to an alteration or forgery if we have paid the check in good faith and in accordance with reasonable commercial standards.

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to this account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided



in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.



# ARBITRATION NOTICE - CONSUMER ACCOUNTS

## PLEASE READ THIS ARBITRATION PROVISION CAREFULLY

By maintaining an account with us, you understand and agree that for Claims arising out of or relating to the Transactions described below,

- You are giving up your right to go to court;
- You are giving up or limiting your rights that might be available in a judicial proceeding such as the right to compel testimony and the right to appeal the decision on such Claims;
- You are giving up your rights to join as a class representative or class member in any Class Action or Class Arbitration that you may have against us.

## DEFINITIONS.

*"Arbitration Agreement"* refers to this contract mandating Arbitration of Claims arising from or relating to the Transactions described below. *"Arbitration"* refers to a way of deciding disputes by a neutral person called an arbitrator. An arbitrator follows less formal procedures than a judge follows in a court of law. An arbitrator decides the dispute with a binding award, meaning the award has the same obligatory effect as a decision by a court. A court may enforce an Arbitration award, but a court's review of an Arbitration award is limited.

*"Claim"* refers to any and all claims, disputes, or controversies based on contract, tort, statute, or otherwise between you and us about our respective rights, duties, obligations and liabilities arising out of or relating to the Transactions described below. Claim also refers to questions about if something is a Claim, how to conduct the Arbitration, and the interpretation of this Arbitration Agreement.

*"Class Action"* refers to a lawsuit involving a large group of people with similar claims against the same persons or companies. *"Class Arbitration"* refers to an Arbitration involving a large group of people with similar claims against the same persons or companies.

*"You"* and *"your"* refer to each and all of the Consumers who are parties to the account agreement governing the Transactions.

*"We"* or *"us"* refer to IBERIABANK, its employees, agents, successors, and assigns.

*"Transactions"* refers to all your transaction, savings or time accounts (such as your checking accounts, savings accounts, or certificates of deposit) with us all actions taken with regard to such accounts, and all related documents, agreements and services, including, but not limited to:

- Account or member applications;
- Signature cards, account agreements, and terms and conditions;
- Deposits, withdrawals, transfers between accounts, electronic funds transfers, wire transfers, bill payments, overdraft lines of credit, and Overdraft Privilege Service, courtesy pay, or similar services;
- Check or draft payments, presentment, collection, honor, dishonor, return, and processing;
- Remotely created checks, check or draft certification, and cashier's checks or drafts;
- Funds availability and holds funds;
- Fees, set-offs, and stop payment orders;
- Disclosures, notices, and periodic statements;
- Authorizations, unauthorized instruments, forgeries, alterations, and errors;
- IRA agreements or other agreements related to tax-advantaged accounts; and
- Night Depositories.

**AGREEMENT TO ARBITRATE.** At your or our election, any Claims between you and us that arise out of or relate to the Transactions are to be decided by neutral, binding Arbitration. Also, to the extent allowed by law, the validity, scope, and interpretation of this Arbitration Agreement is to be resolved by neutral, binding Arbitration.

**WAIVER OF CLASS ACTION AND CLASS ARBITRATION.** If you or we choose to arbitrate a Claim, you and we agree that no trial by jury or by judge and no other judicial proceeding, including Class Action proceedings, will take place. You and we also agree that Claims are to be heard and decided by one arbitrator only, only on an individual basis, and not as Class Arbitration.

**ARBITRATION PROVIDERS AND THEIR RULES.** For the Arbitration, you or we may choose one of the following Arbitration providers with its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 ([www.adr.org](http://www.adr.org)), and the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 ([www.adrforum](http://www.adrforum)). You can get a copy of the rules of these Arbitration providers by contacting them or by visiting their respective websites.

**PLACE OF ARBITRATION AND COSTS.** The Arbitration hearing must be carried out in the federal judicial district where you live, unless you and we agree otherwise. If Arbitration begins, we shall advance any filing, administrative, commencement, service, or case management fees and arbitrator or hearing fees up to a total amount of \$250.00. You understand and agree that you may have to repay us later for part or all of the amount we have advanced to you. You are responsible for the fees of your own attorneys, experts, witnesses, and other costs of Arbitration. We are responsible for those costs that we incur. The arbitrator may decide, however, who is finally responsible for these fees and costs as provided by law.

**ARBITRATOR'S AUTHORITY.** The arbitrator must be a lawyer or a former judge. The arbitrator shall follow substantive law in making an award. The arbitrator has the authority to order specific performance, compensatory damages, punitive damages and other relief allowed by applicable law. The Arbitration award is final and binding on all parties, except that the Federal Arbitration Act may provide for limited review. Any court having jurisdiction may enforce the Arbitration award.

**PRESERVATION OF REMEDIES.** You or we can do the following without giving up the right to require Arbitration:

- Seek remedies in small claims court for Claims within that court's jurisdiction, unless these Claims are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Claims to Arbitration;
- Seek judicial provisional remedies;
- Exercise self-help remedies and take measures that do not involve a court or Arbitration, including, but not limited to, setting off against a deposit account; or
- Comply with other contractual or mandatory regulatory procedures before a Claim may be brought to Arbitration.

**GOVERNING LAW.** The Federal Arbitration Act (9 U.S.C. § 1 et. seq.) governs this Arbitration Agreement, and not any state law concerning Arbitration, including state law Arbitration rules and procedures.

**GENERAL TERMS.** This Arbitration Agreement:

- Relates to Transactions involving interstate commerce;
- Is the entire agreement between you and us on Arbitration, replacing all previous written and oral negotiations and agreements between you and us on Arbitration.

If any part of this Arbitration is not enforceable, the rest is enforceable; but if the waiver of Class Action rights is unenforceable, this entire Arbitration Agreement is unenforceable.

The paragraph headings are solely for convenience and not for interpreting this Arbitration Agreement; therefore, they have no legal meaning.

**WAIVER OF RIGHT TO TRIAL BY JUDGE OR BY JURY.** You and we understand and agree that:

- You and we have a right to have Claims decided by a trial by judge or by jury, but if you or we so elect, you and we prefer to have them decided by an arbitrator;
- You and we are obligated by all the Arbitration Agreement terms; and
- You and we explicitly and knowingly give up our rights to trial by judge or by jury to the extent that you or we elect to have Claims decided by Arbitration, unless the law says otherwise.

**CAUTION - You should read this carefully. If you do not understand it, you should ask your attorney to explain it to you.**

# ARBITRATION NOTICE - BUSINESS ACCOUNTS

## PLEASE READ THIS ARBITRATION PROVISION CAREFULLY

By maintaining an account with us, you understand and agree that for Claims arising out of or relating to the Transactions described below,

- You are giving up your right to go to court;
- You are giving up or limiting your rights that might be available in a judicial proceeding such as the right to compel testimony and the right to appeal the decision on such Claims;
- You are giving up your rights to join as a class representative or class member in any Class Action or Class Arbitration that you may have against us.

## DEFINITIONS.

*“Arbitration Agreement”* refers to this Arbitration Provision mandating Arbitration of Claims arising from or relating to the Transactions described below. *“Arbitration”* refers to a way of deciding disputes by a neutral person called an arbitrator. An arbitrator follows less formal procedures than a judge follows in a court of law. An arbitrator decides the dispute with a binding award, meaning the award has the same obligatory effect as a decision by a court. A court may enforce an Arbitration award, but a court’s review of an Arbitration award is limited.

*“Claim”* refers to any and all claims, disputes, or controversies based on contract, tort, statute, or otherwise between you and us about our respective rights, duties, obligations and liabilities arising out of or relating to the Transactions described below. Claim also refers to questions about if something is a Claim, how to conduct the Arbitration, and the interpretation of this Arbitration Agreement. *“Class Action”* refers to a lawsuit involving a large group of people with similar claims against the same persons or companies. *“Class Arbitration”* refers to an Arbitration involving a large group of people with similar claims against the same persons or companies.

*“You”* and *“your”* refers to the account holder that is a party to the account agreement governing the Transactions.

*“We”* or *“us”* refer to IBERIABANK, its employees, agents, successors, and assigns.

*“Transactions”* refers to all your transaction, savings or time accounts (such as your checking accounts, savings accounts, or certificates of deposit) with us all actions taken with regard to such accounts, and all related documents, agreements and services, including, but not limited to:

- Account applications;
- Signature cards, account agreements, and terms and conditions;
- Deposits, withdrawals, transfers between accounts, electronic funds transfers, wire transfers, bill payments, overdraft lines of credit, and Overdraft Privilege Service, courtesy pay, or similar services;
- Check or draft payments, presentment, collection, honor, dishonor, return, and processing;
- Remotely created checks, check or draft certification, and cashier’s checks or drafts;
- Funds availability and holds funds;
- Fees, set-offs, and stop payment orders;
- Disclosures, notices, and periodic statements;
- Authorizations, unauthorized instruments, forgeries, alterations, and errors;
- IRA agreements or other agreements related to tax-advantaged accounts; and
- Night Depositories.

**AGREEMENT TO ARBITRATE.** At your or our election, any Claims between you and us that arise out of or relate to the Transactions are to be decided by neutral, binding Arbitration. Also, to the extent allowed by law, the validity, scope, and interpretation of this Arbitration Agreement is to be resolved by neutral, binding Arbitration.

**WAIVER OF CLASS ACTION AND CLASS ARBITRATION.** If you or we choose to arbitrate a Claim, you and we agree that no trial by jury or by judge and no other judicial proceeding, including Class Action proceedings, will take place. You and we also agree that Claims are to be heard and decided by one arbitrator only, only on an individual basis, and not as Class Arbitration.

**ARBITRATION PROVIDERS AND THEIR RULES.** For the Arbitration, you or we may choose one of the following Arbitration providers with its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 ([www.adr.org](http://www.adr.org)), and the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 ([www.adrforum](http://www.adrforum)). You can get a copy of the rules of these Arbitration providers by contacting them or by visiting their respective websites.

**PLACE OF ARBITRATION AND COSTS.** The Arbitration hearing must be carried out in the federal judicial district in which your principal place of business is located, or at some other place to which you and we otherwise agree. You are responsible for the fees of your own attorneys, experts, witnesses, and other costs of Arbitration. We are responsible for those costs that we incur. The arbitrator may decide, however, who is finally responsible for these fees and costs as provided by law.

**ARBITRATOR'S AUTHORITY.** The arbitrator must be a lawyer or a former judge. The arbitrator shall follow substantive law in making an award. The arbitrator has the authority to order specific performance, compensatory damages, punitive damages and other relief allowed by applicable law. The Arbitration award is final and binding on all parties, except that the Federal Arbitration Act may provide for limited review. Any court having jurisdiction may enforce the Arbitration award.

**PRESERVATION OF REMEDIES.** You or we can do the following without giving up the right to require Arbitration:

- Seek remedies in small claims court for Claims within that court's jurisdiction, unless these Claims are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Claims to Arbitration;
- Seek judicial provisional remedies;
- Exercise self-help remedies and take measures that do not involve a court or Arbitration, including, but not limited to, setting off against a deposit account; or
- Comply with other contractual or mandatory regulatory procedures before a Claim may be brought to Arbitration.

**GOVERNING LAW.** The Federal Arbitration Act (9 U.S.C. § 1 et. seq.) governs this Arbitration Agreement, and not any state law concerning Arbitration, including state law Arbitration rules and procedures.

**GENERAL TERMS.** This Arbitration Agreement:

Relates to Transactions involving interstate commerce;

- Is the entire agreement between you and us on Arbitration, replacing all previous written and oral negotiations and agreements between you and us on Arbitration.

If any part of this Arbitration is not enforceable, the rest is enforceable; but if the waiver of Class Action rights is unenforceable, this entire Arbitration Agreement is unenforceable.

The paragraph headings are solely for convenience and not for interpreting this Arbitration Agreement; therefore, they have no legal meaning.

**WAIVER OF RIGHT TO TRIAL BY JUDGE OR BY JURY.** You and we understand and agree that:

- You and we have a right to have Claims decided by a trial by judge or by jury, but if you or we so elect, you and we prefer to have them decided by an arbitrator;
- You and we are obligated by all the Arbitration Agreement terms; and
- You and we explicitly and knowingly give up our rights to trial by judge or by jury to the extent that you or we elect to have Claims decided by Arbitration, unless the law says otherwise.

**CAUTION - You should read this carefully. If you do not understand it, you should ask your attorney to explain it to you.**

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

**Telephone Transfers - types of transfers** - You may access your account by telephone at (800) 968-0801 using your personal identification number, a touch tone phone, and your account number, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get checking account(s) information
- get savings account(s) information
- get loan account(s) information
- receive statement by fax

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your ATM card and personal identification number or Debit VISA® card and personal identification number, to:

- make deposits to checking account(s) or savings account(s)
- get cash withdrawals from checking account(s) or savings account(s)
  - ◊ ATM cardholders - you may withdraw no more than \$1,000.00 per day
  - ◊ Debit cardholders - you may withdraw no more than \$1,510.00 per day
- transfer funds from savings to checking account(s)
- transfer funds from checking to savings account(s)
- get checking account(s) or savings account (s) information

Some of these services may not be available at all terminals.

Please also see Limitations on frequency of transfers section regarding limitations that apply to ATM transfers.

**Types of ATM Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person), pay for services (in person), or get cash from a merchant, if the merchant permits, or from a participating financial institution.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$2,500.00 in transactions per day, in combination with ATM withdrawals

Please also see Limitations on frequency of transfers section regarding limitations that apply to ATM transfers.

**Types of Debit VISA® Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations - Using your card:**

- you may not exceed \$5,000.00 in transactions per day, in combination with ATM withdrawals

Please also see Limitations on frequency of transfers section regarding limitations that apply to debit card transactions.

**Currency Conversion and International Transactions.** When you use your Debit VISA® Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

We may charge a 3% International Service Assessment Fee (ISA) for international and cross-border ATM card transactions and a 1% International Service Assessment Fee (ISA) for international and cross-border Debit Card transactions.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-Visa® Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Debit VISA Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled are: PULSE, and Accel\* Networks (© 2013 Fiserv, Inc. or its affiliates. Accel and the Accel logo are trademarks of Fiserv, Inc.).

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Debit VISA, Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**Online Banking Transfers - types of transfers** - You may access your account(s) by computer through the internet by logging onto our website at [www.iberiabank.com](http://www.iberiabank.com) and using a login ID and password, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from checking/savings account(s) to account(s) at other banks
- transfer funds from account(s) at other banks to your checking/savings account(s)
- make payments from checking to loan account(s) with us
- make payments from checking or savings to third parties
- make payments from savings to loan account(s) with us
- get checking account(s) information
- get savings account(s) information
- get loan account(s) information

**Mobile Banking Transfers - types of transfers** - You may access your account(s) through the browser on your mobile phone at [m.iberiabank.com](http://m.iberiabank.com) or by downloading the mobile banking app and using your Online Banking login ID and password, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from checking/savings account(s) to account(s) at other banks
- transfer funds from account(s) at other banks to your checking/savings account(s)
- make payments from checking to loan account(s) with us
- make payments from checking or savings to third parties
- make payments from savings to loan account(s) with us
- get checking account(s) information
- get savings account(s) information
- get loan account(s) information

With SMS (text banking), you may also:

- get checking account(s) information
- get savings account(s) information
- get loan account(s) information

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges. Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a savings or money market account to another account or to third parties by preauthorized or automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per calendar month. If you exceed the transfer limitations set forth above, your account shall be subject to closure.

## FEES

- We do not charge for direct deposits to any type of account.
- We charge a fee per transaction for withdrawals made at a non-IBERIABANK ATM and non-affiliated network ATMs (see separate fee schedule).

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.



## CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission; or
- (5) as explained in the separate Privacy Disclosure.

## UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

- *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- *Additional Limit on Liability for Debit VISA, Card.* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit VISA, Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check without your permission.

## ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Debit VISA, Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Debit VISA, Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

#### **IBERIABANK**

**12719 CANTRELL ROAD, SUITE 103 LITTLE ROCK, AR 72223**

**Business Days: Monday through Friday Excluding Federal Holidays**

**Phone: 800-682-3231**

**MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST**

### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse. Prevent others from seeing you enter your PIN by using your body to shield their view.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.

11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Please be sure to close any entry door completely upon entering and exiting the ATM or night depository facility. Do not permit any unknown persons to enter the facility after regular banking hours.
13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. The activity of the automated tellermachine facility may be recorded by a surveillance camera or cameras. Please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please use the nearest available public telephone to call the police if emergency assistance is needed. In New York, Direct complaints concerning ATM facility security to us at the phone number listed in this disclosure or the New York Department of Financial Services Consumer Services Hotline at 1-800-342-3736.

## **YOUR ABILITY TO WITHDRAW FUNDS**

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit at a branch before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at a branch after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The cutoff for a business day may vary by branch or ATM location.

Please check your local branch or ATM location for exact times.

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### **LONGER DELAYS MAY APPLY**

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the same business day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day. You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months. There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, official, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on IBERIABANK will be available on the same business day as the day of your deposit.

Funds from all other check deposits will be available no later than the ninth business day after the day of your deposit.

# SUBSTITUTE CHECKS AND YOUR RIGHTS

## What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

## What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

## How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

IBERIABANK  
12719 Cantrell Road, Suite 103 Little Rock, AR 72223  
800-682-3231

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include -

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.

## OVERDRAFT SERVICES INFORMATION

It is important for you to use your checking account responsibly and to never intentionally overdraw your account. However, we realize that financial shortfalls happen from time to time and we have options available for you. As a benefit to our clients, we offer these useful services to cover you in the event that you inadvertently overdraw your checking account. The various forms of Overdraft Services that we offer are listed below and if you choose to have more than one of these associated with your account then they will be utilized in the order that they are listed below.

**Overdraft Services Options:** IBERIABANK offers several options to protect your account from overdraft situations: Deposit to Deposit Overdraft (OD) Transfer Service, Line of Credit, and Overdraft Privilege.

Deposit to Deposit Overdraft (OD) Transfer Service	
Description	If you have other checking, savings or money market accounts with us, you can authorize us to link those accounts to your checking account to cover overdrafts. This works by transferring the funds needed to cover your overdraft. Savings and money market transaction limitations apply.
Benefits & Fees	Funds automatically transfer from a secondary account to primary checking (up to the available balance in your secondary account) to cover an overdraft. <b>\$10 Daily Transfer Fee Applies*</b>
Eligibility	No application is required. You must have other checking, savings or money market accounts with us to link to your checking account to cover overdrafts.
How to Enroll	Complete the authorization request at any time to link accounts. This can be done at account opening.
Transactions Covered	Deposit to Deposit transfer will cover any type of item, up to the balance of the deposit account.
Repayment of Funds	N/A

Line of Credit	
Description	A Line of Credit can be attached to your checking account to cover overdrafts. This service requires you to complete an application. The amount of the Line of Credit is based on your credit worthiness. Subject to approval, including credit approval.
Benefits & Fees	Coverage for overdrafts up to your credit limit. Ability to pay back over time. Line of Credit fees vary based on the product selected* Consumer Line of Credit: No per item transfer fee applies Business Line of Credit: Per item transfer fee applies
Eligibility	Application and approval for a linked Line of Credit
How to Enroll	Apply for a Line of Credit at account opening, online, in person at your nearest branch, or by contacting our Direct Bank Center at 888-777-7145. The Line of Credit is a credit product subject to fees, interest charges, and approval, including credit approval.
Transactions Covered	Line of Credit transfer will cover any type of item, up to the limit of the Line of Credit.
Repayment of Funds	Repayment of funds as required by the Line of Credit agreement.

<b>Overdraft Privilege</b>	
Description	<p>With Overdraft Privilege we will strive to pay your overdraft items; however, whether your overdrafts will be paid is discretionary and we reserve the right not to pay. Our decision to pay or return an item drawn on insufficient funds will be based on your overdraft limit and account activity. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts.</p> <p>Many factors influence your Overdraft Privilege limit. It is based on but not limited to the following criteria: age of account, number of deposits, dollar amount of deposits, repayment patterns and deposit patterns. Overdraft limit is subject to change daily.</p>
Benefits & Fees	<p>If we honor items drawn against your Overdraft Privilege limit, you may avoid the inconvenience and expense associated with the merchant's returned check fee.</p> <p>You will be charged an Overdraft Paid Item Fee of <b>\$35 for each</b> item that is paid into overdraft and/or an Overdraft Return Item Fee of <b>\$35 for each</b> item returned as unpaid, up to a maximum of <b>six (6)</b> overdraft charges (for paid and/or returned items, combined) per day on consumer accounts. No Overdraft Paid Item Fee will be assessed if at the end of the business day, your account is overdrawn by \$5 or less after all transactions have posted. In such case, an Overdraft Return Item fee of \$35 per item/per presentment may be charged (up to a maximum of six (6) overdraft charges per day on consumer accounts).</p>
Eligibility	<p>Overdraft Privilege service is a discretionary deposit service available at the sole discretion of IBERIABANK. No application is required and eligibility is available to clients whose accounts are maintained in a responsible manner. Account types that are not eligible for Overdraft Privilege are Savings, Money Market and IOTA/IOLA accounts.</p>
How to Enroll	<p>You do not need to opt-in for coverage of certain transactions (see Transactions Covered below). If you would like IBERIABANK to cover ATM and normal, everyday debit card (point-of-sale) transactions, you need to opt-in for the service. You may do so at account opening, through Online Banking, in person at your nearest branch or by contacting Customer Service at 800-682-3231.</p>
Transactions Covered	<p>By default, Overdraft Privilege will allow the bank to cover items such as:</p> <ul style="list-style-type: none"> <li>• Checks and other debits cashed at teller windows</li> <li>• Checks issued to a third party</li> <li>• Electronic drafts (ACH items)</li> <li>• Recurring debit card transactions, e.g., automatic bill pay authorized using your debit card</li> </ul> <p>And if you opt-in, the bank will cover items such as:</p> <ul style="list-style-type: none"> <li>• ATM transactions</li> <li>• One-time debit card (point-of-sale) transactions</li> </ul>
Repayment of Funds	<p>If we elect to pay an overdraft item, you must deposit additional funds into your account promptly in an amount sufficient to cover the overdraft and any related fees. If, after 60 days, your account has not been brought to a positive balance, we will close your account and take the necessary steps to recover funds.</p>

\* Multiple fees may be incurred when the Deposit to Deposit OD Transfer Service and/or linked Line of Credit is utilized to fund an overdraft item if funds transferred are not sufficient to cover the full amount and/or all items. An Overdraft Return Item fee of \$35 per item/per presentment may be charged.

## Frequently Asked Questions:

### How soon can I use my Overdraft Services?

**Deposit to Deposit Overdraft (OD) Transfer Service** – After you have completed and returned the authorization request, generally this service is available for use within 3 business days.

**Line of Credit** – After you have signed your Line of Credit documents and requested the line to be linked to your deposit account, generally this service is available for use within 7 business days.

**Overdraft Privilege** – If you are a new active account holder, generally, you will have use of the Overdraft Privilege 60 days after the account is opened.

### If I have more than one Overdraft Service, how do they work together?

If you have all these services - Deposit-to-Deposit Overdraft Protection Transfer is utilized first, then your Line of Credit is activated. When each of these is exhausted, then Overdraft Privilege will activate.

### If I do not want Overdraft Privilege, how do I opt out?

You may call Customer Service at 800-682-3231 or visit any convenient location to have the service removed from one or more of your checking accounts. It is important for you to consider that there is no additional cost for Overdraft Privilege and that by opting out you are instructing us to return unpaid all items presented against insufficient funds. If you opt out, you will be charged an Overdraft (Return) Item Fee, per presentation, in case of insufficient funds. Clients who receive a Social Security, federal direct deposit, or any other entitlement benefit must opt out if they do not want the Bank to apply those funds to pay an overdraft.

### What is the Posting Order of Items?

To assist you in handling your account with us, we are providing you with the following information on how we post transactional items to your account.

On each bank processing day, deposit and credit items post before debit items. Debit items post upon receipt in the following order: wire transfers, ATM and debit card transactions in authorization time and date order, paper checks in check number order, if available, checks without a check number post in low to high dollar amount order, then all other debit items in low to high dollar amount order. Other debit items include but are not limited to Automated Clearing House (ACH) items, checks converted to ACH by merchants or vendors, telephone and online banking one-time or recurring transfers, pre-authorized debits and account withdrawals. At times, certain debit items may not post in the above order due to missing or erroneous data or circumstances beyond our control.

If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item. Overdraft (Paid or Return) Item Fees are disclosed in the Miscellaneous Fee Schedule provided. The Miscellaneous Fees Schedule is subject to change.

We encourage you to keep careful records and practice good account management. This will help you to avoid creating items without sufficient funds and incurring the resulting fees.

**Financial Education** - IBERIABANK believes that financial literacy and education helps consumers make informed decisions. Heightened awareness of personal financial responsibility helps consumers realize the benefits of responsible money management, understanding the credit process and the availability of help if problems occur. [www.MyMoney.gov](http://www.MyMoney.gov) is the federal government's website that serves as the one-stop shop for federal financial literacy and education programs, grants and other information. To request a personal financial toolkit, call 1-888-MyMoney.

**Additional questions?** If you have additional questions or would like more information, call or come by any of our branch locations today.



# DEPOSIT ACCOUNT RATE AND FEE SCHEDULE

This schedule sets forth certain conditions, rates, fees and charges that are specific to your account. Each Accountholder agrees to the terms set forth in this **Deposit Account Rate & Fee Schedule**, and acknowledges that it is a part of **Your Deposit Account Terms and Conditions**. Subject to applicable law and the terms of the **Account Terms and Conditions**, we may amend the rates, fees and charges contained in this schedule from time to time. For other miscellaneous account fees, see **Miscellaneous Fees** in this booklet.

If you have questions or need more information on another IBERIABANK product that might be better suited for your financial situation, please visit one of our branches, go to [www.iberiabank.com](http://www.iberiabank.com), or call (800) 682-3231. We will be happy to review other options with you.

The interest rates and annual percentage yields (APY) stated in this document are accurate as of March 26, 2018. Interest rates and annual percentage yields on checking, money market, and savings are variable, determined by IBERIABANK, and subject to change daily. Interest information noted below is for IBERIABANK accounts. If your deposit account information is not represented in this Deposit Account Rate & Fee Schedule, please contact your Relationship Banker.

## Personal Checking Accounts

All consumer checking accounts include the following complimentary services:

- IBERIABANK Visa® debit card
- Online Banking and Bill Pay
- Bank to Bank Transfers
- Mobile and Text Banking
- Online check images
- Email alerts
- e-Statements and e-Notices
- Combined Statements
- Telephone Banking

### Personal Checking

Minimum Opening Deposit: N/A

#### **Easy Way to Waive the Monthly Service Charge**

A \$20 monthly service charge will be waived each statement cycle if the account maintains a daily minimum balance of \$2,000 or more.

#### **Features\***

- Non-interest earning account
- Unlimited check writing with no per check fees

We no longer offer the Personal Checking Account. We will continue to service the existing Personal Checking Accounts.

### Balance Checking

Minimum Opening Deposit: N/A

#### **Easy Ways to Waive the Monthly Service Charge**

An \$8 monthly service charge for e-Statements or \$10 for paper statements will be waived each statement cycle if the account meets one of the following criteria below:

- Maintain a daily minimum balance of \$1,000 or more; OR
- Maintain a combined average collected balance of \$2,500 or more per statement cycle in your IBERIABANK personal deposit accounts

#### **Features\***

- This account is interest bearing
- Unlimited check writing with no per check fees

### Rate Information\*

You must maintain a minimum balance of \$1,500 in the account each day to obtain the disclosed annual percentage yield.

<b>Balances:</b>	<b>Interest Rate</b>	<b>APY</b>
<b>\$0.01 to \$1,499.99</b>	<b>0.00%</b>	<b>0.00%</b>
<b>\$1,500 to \$2,499.99</b>	<b>0.10%</b>	<b>0.10%</b>
<b>\$2,500 or more</b>	<b>0.10%</b>	<b>0.10%</b>

We no longer offer the Balance Checking Account. We will continue to service the existing Balance Checking Accounts.

### High Interest Checking

Minimum Opening Deposit: \$100

### Easy Ways to Waive the Monthly Service Charge

A \$20 monthly service charge will be waived each statement cycle if the account meets one of the following criteria below:

- Maintain an average collected balance of \$5,000 or more per statement cycle; OR
- Maintain a combined average collected balance of \$25,000 or more per statement cycle in your IBERIABANK personal deposit accounts; OR
- Maintain an outstanding principal balance of \$25,000 in your personal loan accounts; OR
- You are a small business owner and have an IBERIABANK small business checking account

### Features\*

- This account is interest bearing
- Unlimited check writing with no per check fees
- Safe Deposit Box, no charge for the first year; 50% discount for each year thereafter with auto draft
- IBERIABANK foreign ATM usage fee is waived
- Receive up to \$15 in foreign ATM surcharge credits per monthly statement when a non-IBERIABANK ATM network is used
- Select check styles - no charge; one box of personal checks per order
- Official/Cashier Checks - limit 5 per statement cycle
- Stop Payments - limit 5 per statement cycle
- Deposit to Deposit - Daily transfer fees are waived

### Rate Information\*

You must maintain a minimum balance of \$5,000 in the account each day to obtain the disclosed annual percentage yield.

<b>Balances:</b>	<b>Interest Rate</b>	<b>APY</b>
<b>\$0.01 to \$4,999.99</b>	<b>0.00%</b>	<b>0.00%</b>
<b>\$5,000 to \$9,999.99</b>	<b>0.10%</b>	<b>0.10%</b>
<b>\$10,000 to \$24,999.99</b>	<b>0.10%</b>	<b>0.10%</b>
<b>\$25,000 to \$49,999.99</b>	<b>0.20%</b>	<b>0.20%</b>
<b>\$50,000 to \$99,999.99</b>	<b>0.30%</b>	<b>0.30%</b>
<b>\$100,000 to \$249,999.99</b>	<b>0.40%</b>	<b>0.40%</b>
<b>\$250,000 to \$499,999.99</b>	<b>0.50%</b>	<b>0.50%</b>
<b>\$500,000 or more</b>	<b>0.50%</b>	<b>0.50%</b>

## **Freedom Checking**

Minimum Opening Deposit: \$50

### **Easy Ways to Waive the Monthly Service Charge**

An \$8 monthly service charge for e-Statements or \$10 for paper statements will be waived each statement cycle if the account meets one of the following criteria below:

- Maintain a daily minimum balance of \$1,000 or more; OR
- Maintain \$500 total direct deposits per statement cycle; OR
- You are a student under 24 years of age with e-Statements; OR
- You are a small business owner and have an IBERIABANK small business checking account

### **Features\***

- Non-interest earning account
- Unlimited check writing with no per check fees

## **Personal Checking Loyalty Accounts**

### **Personal Checking Loyalty \$50k Non-Interest**

Minimum Opening Deposit: \$0

### **Easy Way to Waive the Monthly Service Charge**

A \$200 monthly service charge will be waived each statement cycle if the account maintains an average collected balance of \$50,000 or more per statement cycle.

### **Features\***

- Non-interest earning account
- Unlimited check writing with no per check fees

### **Personal Checking Loyalty \$50k Interest**

Minimum Opening Deposit: \$0

### **Easy Way to Waive the Monthly Service Charge**

A \$200 monthly service charge will be waived each statement cycle if the account maintains an average collected balance of \$50,000 or more per statement cycle.

### **Features\***

- This account is interest bearing
- Unlimited check writing with no per check fees

### **Rate Information\***

You must maintain a minimum balance of \$10,000 in the account each day to obtain the disclosed annual percentage yield.

<b>Balances:</b>	<b>Interest Rate</b>	<b>APY</b>
<b>\$0.01 to \$9,999.99</b>	<b>0.00%</b>	<b>0.00%</b>
<b>\$10,000 to \$49,999.99</b>	<b>0.02%</b>	<b>0.02%</b>
<b>\$50,000 to \$99,999.99</b>	<b>0.03%</b>	<b>0.03%</b>
<b>\$100,000 or more</b>	<b>0.05%</b>	<b>0.05%</b>

### **Personal Checking Loyalty \$100k Non-Interest**

Minimum Opening Deposit: \$0

#### **Easy Way to Waive the Monthly Service Charge**

A \$400 monthly service charge will be waived each statement cycle if the account maintains an average collected balance of \$100,000 or more per statement cycle.

#### **Features\***

- Non-interest earning account
- Unlimited check writing with no per check fees

### **Personal Checking Loyalty \$100k Interest**

Minimum Opening Deposit: \$0

#### **Easy Way to Waive the Monthly Service Charge**

A \$400 monthly service charge will be waived each statement cycle if the account maintains an average collected balance of \$100,000 or more per statement cycle.

#### **Features\***

- This account is interest bearing
- Unlimited check writing with no per check fees

#### **Rate Information\***

You must maintain a minimum balance of \$10,000 in the account each day to obtain the disclosed annual percentage yield.

<i>Balances:</i>	<i>Interest Rate</i>	<i>APY</i>
<i>\$0.01 to \$9,999.99</i>	<i>0.00%</i>	<i>0.00%</i>
<i>\$10,000 to \$49,999.99</i>	<i>0.02%</i>	<i>0.02%</i>
<i>\$50,000 to \$99,999.99</i>	<i>0.03%</i>	<i>0.03%</i>
<i>\$100,000 or more</i>	<i>0.05%</i>	<i>0.05%</i>

### **Personal Checking Loyalty \$200k Non-Interest**

Minimum Opening Deposit: \$0

#### **Easy Way to Waive the Monthly Service Charge**

A \$600 monthly service charge will be waived each statement cycle if the account maintains an average collected balance of \$200,000 or more per statement cycle.

#### **Features\***

- Non-interest earning account
- Unlimited check writing with no per check fees

### **Personal Checking Loyalty \$400k Non-Interest**

Minimum Opening Deposit: \$0

#### **Easy Way to Waive the Monthly Service Charge**

A \$975 monthly service charge will be waived each statement cycle if the account maintains an average collected balance of \$400,000 or more per statement cycle.

#### **Features\***

- Non-interest earning account
- Unlimited check writing with no per check fees

## Business Checking Accounts

All business checking accounts include the following complimentary services:

- Two personal checking accounts with monthly service charge waived for the business owner (Does Not Apply to IOTA , IOLA, Loyalty Checking, International Business and Escrow Accounts)\*
- IBERIABANK Visa® business debit card
- Online Banking and Bill Pay
- Bank to Bank Transfers
- Mobile and Text Banking
- Online check and deposit slip image
- Email alerts
- e-Statements and e-Notices
- Combined Statements
- Telephone Banking

### Select Business Checking

Minimum Opening Deposit: N/A

#### **Easy Way to Waive the Monthly Service Charge**

A \$10 monthly service charge will be waived each statement cycle if the account maintains an average collected balance of \$100 or more per statement cycle.

#### **Transactions**

- Transaction limit includes up to 100 transaction items per statement cycle at no charge; only \$0.25 per item thereafter
- Coin and currency includes up to \$10,000 currency deposited per statement cycle at no charge; only \$2.00 per \$1,000 thereafter
- Negative Collected Funds Fee: 3% + Prime

#### **Features\***

- Non-interest bearing account
- Statements are cycled monthly

We no longer offer the Select Business Checking Account. We will continue to service the existing Select Business Checking Accounts.

### Business Interest Checking

Minimum Opening Deposit: \$100

#### **Easy Way to Waive the Monthly Service Charge**

A \$10 monthly service charge will be waived each statement cycle if the account maintains a daily minimum balance of \$10,000 or more.

#### **Transactions**

- Transaction limit includes up to 300 transaction items per statement cycle at no charge; only \$0.50 per item thereafter
- Coin and currency includes up to \$10,000 currency deposited per statement cycle at no charge; only \$2.00 per \$1,000 thereafter
- Negative Collected Funds Fee: 3% + Prime

#### **Features\***

- This account is interest bearing

### Rate Information\*

- You must maintain a minimum balance of \$10,000 in the account each day to obtain the disclosed annual percentage yield.

<i>Balances:</i>	<i>Interest Rate</i>	<i>APY</i>
<i>\$0.01 to \$9,999.99</i>	<i>0.00%</i>	<i>0.00%</i>
<i>\$10,000 to \$24,999.99</i>	<i>0.10%</i>	<i>0.10%</i>
<i>\$25,000 to \$49,999.99</i>	<i>0.10%</i>	<i>0.10%</i>
<i>\$50,000 to \$99,999.99</i>	<i>0.10%</i>	<i>0.10%</i>
<i>\$100,000 to \$999,999.99</i>	<i>0.10%</i>	<i>0.10%</i>
<i>\$1,000,000 or more</i>	<i>0.10%</i>	<i>0.10%</i>

### Commercial Checking with Analysis

Minimum Opening Deposit: \$100

### Easy Way to Waive the Monthly Service Charge

Only a \$22 monthly service charge applies with an earnings credit available to offset fees.

### Transactions

- Unlimited
- \$0.22 per check paid
- \$0.65 per deposit made
- \$0.14 per deposited item
- \$0.20 per electronic item processed
- Flat rates on coin and currency deposited - \$1.50 per \$1,000 deposited
- Negative Collected Funds Fee: 3% + Prime
- Other fees apply based on service usage

### Features\*

- Non-interest bearing account
- Earnings Credit applied based on compensating balances
- Access to TreasuryConnect®

### Free Business Checking

Minimum Opening Deposit: \$100

No monthly service charge on this account.

### Transactions

- Transaction limit includes up to 500 transaction items per statement cycle at no charge
- Coin and currency includes up to \$10,000 currency deposited per statement cycle at no charge
- Negative Collected Funds Fee: 3% + Prime

### Features\*

- Non-interest bearing account
- Statements are cycled monthly

Free Business Checking provides no-cost maintenance and account activity; incidentals on the accounts, such as check purchases, stop payments, etc., are not free. Any Free Business Checking account exceeding stated transaction limits or cash deposited/exchanged limits during any two statement cycles in a 12-month period may automatically be converted to Business Checking Plus.

### **Business Checking Plus**

Minimum Opening Deposit: \$100

No monthly service charge on this account.

#### **Transactions**

- Transaction limit includes up to 500 transaction items per statement cycle at no charge; only \$0.50 per item thereafter
- Coin and currency includes up to \$10,000 currency deposited per statement cycle at no charge; only \$2.00 per \$1,000 thereafter
- Negative Collected Funds Fee: Prime + 3%

#### **Features\***

- Non-interest bearing account
- Statements are cycled monthly

### **Choice Business Checking**

Minimum Opening Deposit: \$100

#### **Easy Ways to Waive the Monthly Service Charge**

A \$25 monthly service charge will be waived each statement cycle if account meets one of the following criteria below:

- Maintain a daily minimum balance of \$25,000 or more per statement cycle; OR
- Maintain combined minimum daily balances of \$50,000 or more per statement cycle with your IBERIABANK business accounts

#### **Transactions**

- Transaction limit includes up to 500 transaction items per statement cycle at no charge; only \$0.50 per item thereafter
- Coin and currency includes up to \$10,000 currency deposited per statement cycle at no charge; only \$2.00 per \$1,000 thereafter
- Negative Collected Funds Fee: Prime + 3%

#### **Features\***

- Non-interest bearing account
- Statements are cycled monthly
- Choice Business Checking account includes either Remote Deposit Capture or discounted Merchant Processing services. Remote Deposit Capture services are available to qualified clients that meet the IBERIABANK Remote Deposit policy. Remote Deposit Capture with Choice Business Checking requires a 24-month commitment and is subject to a monthly early closure fee of \$12.50 for each month prior to the original 24-month commitment.

### **Preferred Business Checking Package**

Package that provides access to a multi-feature cash management product suite that includes tools and services to monitor cash flow, safely manage payments, streamline processes, mitigate risk and protect against fraud.

Minimum Opening Deposit: \$100

A monthly package service fee of \$50.00 covers up to two preferred business checking accounts. A monthly service fee may vary based on additional services selected.

#### **Transactions -**

- Up to 500 combined transactions for all accounts in the package per statement cycle
- Coin and currency includes up to \$10,000 currency deposited per statement cycle at no charge; only \$2.00 per \$1,000 thereafter
- An excess transaction fee of \$1.00 will be charged for each transaction (debit, credit, and deposited item) in excess of 500 combined transactions during a statement cycle (regardless of the number of accounts in the package).
- Negative Collected Funds Fee: 3% + Prime

### Features\*

- Non-interest bearing account
- Reduced prices for Treasury Management services: Remote Deposit Capture, ACH, Bill Pay, Wire Transfer and Fraud Tools
- Online banking features of this package include: BusinessConnect<sup>SM</sup> access, configurable dashboard, summary and detail information reporting, check and deposit slip images, account-to-account transfers, account alerts, ability to initiate electronic Stop Payments

## IOTA and Escrow Accounts

### IOTA Checking

Account available to Businesses (Lawyers' Client Funds held in Escrow). Attorney or Law Firm is required to maintain a corresponding operating account at IBERIABANK.

Minimum Opening Deposit: \$100

No monthly service charge on this account.

### Transactions

- Transactions resulting in a Miscellaneous Fee will be charged to the operating account

### Features\*

- This account is interest bearing
- Statements are cycled monthly

### Rate Information\*

- You must maintain a minimum balance of \$1,500 in the account each day to obtain the disclosed annual percentage yield.

<i>Balances:</i>	<i>Interest Rate</i>	<i>APY</i>
<i>\$0.01 to \$1,499.99</i>	<i>0.00%</i>	<i>0.00%</i>
<i>\$1,500 to \$2,499.99</i>	<i>0.00%</i>	<i>0.00%</i>
<i>\$2,500 to \$9,999.99</i>	<i>0.00%</i>	<i>0.00%</i>
<i>\$10,000 to \$24,999.99</i>	<i>0.10%</i>	<i>0.10%</i>
<i>\$25,000 or more</i>	<i>0.10%</i>	<i>0.10%</i>

### Escrow Master

Minimum Opening Deposit: \$0

No monthly service charge on this account.

### Features\*

- Non-interest bearing account
- Statements are cycled monthly

### Escrow Client Non-Interest

Minimum Opening Deposit: \$0

No monthly service charge on this account.

### Features\*

- Non-interest bearing account
- Statements are cycled monthly



### Escrow SUB Business

Minimum Opening Deposit: \$0

No monthly service charge on this account.

#### Features\*

- This account is interest bearing
- Statements are cycled monthly

#### Rate Information\*

- You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.
- Interest will be accrued daily and will be credited to the account on the monthly statement cycle date.

<i>Balances:</i>	<i>Interest Rate</i>	<i>APY</i>
<i>\$0.01 or more</i>	<i>0.10%</i>	<i>0.10%</i>

## Savings and Money Market Accounts

Transaction limitations apply to all Savings and Money Market accounts. Federal law allows six transfers from your account per calendar month, if by preauthorized or automatic transfer, or telephone agreement, order or instructions, computer transfer, or by check, draft, debit card or similar order to a third party. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. Bank withdrawal limitations may apply.

All money market and savings accounts include the following complimentary services:

- Online Banking and Bill Pay
- Bank to Bank Transfers
- Mobile and Text Banking
- Online check images
- Email alerts
- e-Statements and e-Notices
- Combined Statements
- Telephone Banking

### Statement Savings Personal

Minimum Opening Deposit: \$50

#### Easy Ways to Waive the Monthly Service Charge

A \$3 monthly service charge will be waived if the account meets one of the following criteria below:

- Maintain a daily minimum balance of \$200 or more; OR
- You are a minor under the age of majority

#### Transactions

- Unlimited deposits to your account
- Four withdrawals permitted per calendar month; \$3 per additional withdrawal
- Withdrawal limitations and fees apply to minors with a savings account

#### Features\*

- This account is interest bearing
- Statements are cycled on a calendar quarter

### Rate Information\*

- You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield
- Interest will be compounded daily and will be credited to the account on the quarterly statement cycle date

<i>Balances:</i>	<i>Interest Rate</i>	<i>APY</i>
<i>\$0.01 to \$2,499.99</i>	<i>0.10%</i>	<i>0.10%</i>
<i>\$2,500 to \$9,999.99</i>	<i>0.10%</i>	<i>0.10%</i>
<i>\$10,000 to \$49,999.99</i>	<i>0.10%</i>	<i>0.10%</i>
<i>\$50,000 or more</i>	<i>0.25%</i>	<i>0.25%</i>

### Statement Savings Business

Minimum Opening Deposit: \$50

### Easy Way to Waive the Monthly Service Charge

A \$3 monthly service charge will be waived if the account maintains a daily minimum balance of \$200 or more.

### Transactions

- Unlimited deposits to your account
- Four withdrawals permitted per calendar month; \$3 per additional withdrawal

### Features\*

- This account is interest bearing
- Statements are cycled on a calendar quarter

### Rate Information\*

- You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield
- Interest will be compounded daily and will be credited to the account on the quarterly statement cycle date

<i>Balances:</i>	<i>Interest Rate</i>	<i>APY</i>
<i>\$0.01 to \$2,499.99</i>	<i>0.05%</i>	<i>0.05%</i>
<i>\$2,500 to \$9,999.99</i>	<i>0.05%</i>	<i>0.05%</i>
<i>\$10,000 to \$49,999.99</i>	<i>0.05%</i>	<i>0.05%</i>
<i>\$50,000 or more</i>	<i>0.05%</i>	<i>0.05%</i>

### **High Interest Money Market Personal**

Minimum Opening Deposit: \$100

#### **Easy Way to Waive the Monthly Service Charge**

A \$15 monthly service charge will be waived each statement cycle if the account maintains a daily minimum balance of \$5,000 or more.

#### **Transactions**

- Unlimited withdrawals if made through ATM, in-person, by mail or messenger. See Transaction Limitations' note at the beginning of the Savings and Money Markets section.
- Excessive withdrawal fee of \$15 applies per transaction over 6 transfers or withdrawals per calendar month

#### **Features\***

- This account is interest bearing
- Statements are cycled monthly

#### **Rate Information\***

- You must maintain a minimum balance of \$5,000 in the account each day to obtain the disclosed annual percentage yield.
- Interest will be compounded daily and will be credited to the account on the monthly statement cycle date.

<i>Balances:</i>	<i>Interest Rate</i>	<i>APY</i>
<i>\$0.01 to \$4,999.99</i>	<i>0.00%</i>	<i>0.00%</i>
<i>\$5,000 to \$9,999.99</i>	<i>0.05%</i>	<i>0.05%</i>
<i>\$10,000 to \$49,999.99</i>	<i>0.15%</i>	<i>0.15%</i>
<i>\$50,000 to \$99,999.99</i>	<i>0.25%</i>	<i>0.25%</i>
<i>\$100,000 to \$499,999.99</i>	<i>0.35%</i>	<i>0.35%</i>
<i>\$500,000 to \$999,999.99</i>	<i>0.40%</i>	<i>0.40%</i>
<i>\$1,000,000 or more</i>	<i>0.40%</i>	<i>0.40%</i>

### **High Interest Money Market Business**

Minimum Opening Deposit: \$100

#### **Easy Way to Waive the Monthly Service Charge**

A \$15 monthly service charge will be waived each statement cycle if the account maintains a daily minimum balance of \$5,000 or more.

#### **Transactions**

- Unlimited withdrawals if made through ATM, in-person, by mail or messenger. See Transaction Limitations' note at the beginning of the Savings and Money Markets section.
- Businesses are permitted up to 30 deposited items at no charge; \$.10 per additional deposited item.
- Excessive withdrawal fee of \$15 applies per transaction over 6 transfers or withdrawals per calendar month

#### **Features\***

- This account is interest bearing
- Statements are cycled monthly

### Rate Information\*

- You must maintain a minimum balance of \$5,000 in the account each day to obtain the disclosed annual percentage yield.
- Interest will be compounded daily and will be credited to the account on the monthly statement cycle date.

<i>Balances:</i>	<i>Interest Rate</i>	<i>APY</i>
<i>\$0.01 to \$4,999.99</i>	<i>0.00%</i>	<i>0.00%</i>
<i>\$5,000 to \$9,999.99</i>	<i>0.05%</i>	<i>0.05%</i>
<i>\$10,000 to \$49,999.99</i>	<i>0.10%</i>	<i>0.10%</i>
<i>\$50,000 to \$99,999.99</i>	<i>0.25%</i>	<i>0.25%</i>
<i>\$100,000 to \$499,999.99</i>	<i>0.35%</i>	<i>0.35%</i>
<i>\$500,000 to \$2,499,999.99</i>	<i>0.40%</i>	<i>0.40%</i>
<i>\$2,500,000 or more</i>	<i>0.40%</i>	<i>0.40%</i>

### SelectPlus Money Market Personal

Minimum Opening Deposit: \$100

#### Easy Way to Waive the Monthly Service Charge

A \$15 monthly service charge will be waived each statement cycle if the account maintains a daily minimum balance of \$5,000 or more.

### Transactions

- Unlimited withdrawals if made through ATM, in-person, by mail or messenger. See Transaction Limitations' note at the beginning of the Savings and Money Markets section.
- Excessive withdrawal fee of \$15 applies per transaction over 6 transfers or withdrawals per calendar month

### Features\*

- This account is interest bearing
- Statements are cycled monthly

### Rate Information\*

- You must maintain a minimum balance of \$5,000 in the account each day to obtain the disclosed annual percentage yield.
- Interest will be accrued daily and will be credited to the account on the monthly statement cycle date.

<i>Balances:</i>	<i>Interest Rate</i>	<i>APY</i>
<i>\$0.01 to \$4,999.99</i>	<i>0.00%</i>	<i>0.00%</i>
<i>\$5,000 to \$9,999.99</i>	<i>0.10%</i>	<i>0.10%</i>
<i>\$10,000 to \$49,999.99</i>	<i>0.10%</i>	<i>0.10%</i>
<i>\$50,000 to \$99,999.99</i>	<i>0.30%</i>	<i>0.30%</i>
<i>\$100,000 to \$499,999.99</i>	<i>0.45%</i>	<i>0.45%</i>
<i>\$500,000 to \$999,999.99</i>	<i>0.55%</i>	<i>0.55%</i>
<i>\$1,000,000 or more</i>	<i>0.65%</i>	<i>0.65%</i>

## **SelectPlus Money Market Business**

Minimum Opening Deposit: \$100

### **Easy Way to Waive the Monthly Service Charge**

A \$15 monthly service charge will be waived each statement cycle if the account maintains a daily minimum balance of \$5,000 or more.

### **Transactions**

- Unlimited withdrawals if made through ATM, in-person, by mail or messenger. See Transaction Limitations' note at the beginning of the Savings and Money Markets section.
- Businesses are permitted up to 30 deposited items at no charge; \$.10 per additional deposited item.
- Excessive withdrawal fee of \$15 applies per transaction over 6 transfers or withdrawals per calendar month

### **Features\***

- This account is interest bearing
- Statements are cycled monthly

### **Rate Information\***

- You must maintain a minimum balance of \$5,000 in the account each day to obtain the disclosed annual percentage yield.
- Interest will be accrued daily and will be credited to the account on the monthly statement cycle date.

<i>Balances:</i>	<i>Interest Rate</i>	<i>APY</i>
<i>\$0.01 to \$4,999.99</i>	<i>0.00%</i>	<i>0.00%</i>
<i>\$5,000 to \$9,999.99</i>	<i>0.05%</i>	<i>0.05%</i>
<i>\$10,000 to \$49,999.99</i>	<i>0.05%</i>	<i>0.05%</i>
<i>\$50,000 to \$99,999.99</i>	<i>0.25%</i>	<i>0.25%</i>
<i>\$100,000 to \$499,999.99</i>	<i>0.40%</i>	<i>0.40%</i>
<i>\$500,000 to \$999,999.99</i>	<i>0.50%</i>	<i>0.50%</i>
<i>\$1,000,000 or more</i>	<i>0.65%</i>	<i>0.65%</i>

### **\*Deposit Accounts Common Features:**

#### **• Interest Compounding and Crediting**

Interest will be accrued daily and will be credited to the account on the monthly statement cycle date. Interest rates and annual percentage yields are set by bank management and may change at the sole discretion of the bank at anytime. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). If the account is closed before interest is credited, you will not receive the accrued interest.

#### **• Balance Computation Information**

We use the Daily Balance Method to calculate interest on your account. We will use an interest accrual basis of 365 (or 366 in a leap year) for each day in the year. The Daily Balance Method applies a daily periodic rate to the collected principal in the account each day. See Rate Information for minimum balance required to obtain the disclosed annual percentage yield.

#### **• Personal Accounts for Business Owners - Does Not Apply to IOTA , IOLA, Loyalty Checking, International Business and Escrow Accounts**

Contact or visit an IBERIABANK branch to qualify as a small business owner with an IBERIABANK business checking account. Small Business owners with an open status IBERIABANK business checking account in good standing, qualify for two personal checking accounts with no monthly service charge. The Small Business owner must be primary on the personal account.

#### • Additional Client Information

- Select services are not available in all states or locations.
- Fees are subject to change and for interest bearing accounts, fees may reduce earnings; please refer to the most current Rate and Fee Schedule for more information.
- Online Banking and Bill Pay: Online Banking and Bill Pay on consumer checking products are designed for personal account use. Free Online Bill Pay Service is intended for use by small business clients with annual sales less than \$10 million. Commercial accounts must review online services with a Relationship Banker for a quote.

#### Notice Regarding Posting Order of Items

To assist you in handling your account with us, we are providing you with the following information on how we post transactional items to your account.

On each bank processing day, deposit and credit items post before debit items. Debit items post upon receipt in the following order: wire transfers, ATM and debit card transactions in authorization time and date order, paper checks in check number order, if available, checks without a check number post in low to high dollar amount order, then all other debit items in low to high dollar amount order. Other debit items include but are not limited to Automated Clearing House (ACH) items, checks converted to ACH by merchants or vendors, telephone and online banking one-time or recurring transfers, pre-authorized debits and account withdrawals.

At times, certain debit items may not post in the above order due to missing or erroneous data or circumstances beyond our control.

If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item. Overdraft (Paid) Item Fees and Return Item Fees are disclosed on the miscellaneous fee schedule and are subject to change.

We encourage you to keep careful records and practice good account management. This will help you to avoid creating items without sufficient funds and incurring the resulting fees.

We offer Deposit-to-Deposit Overdraft Protection Transfer Service and Personal Lines of Credit (subject to credit approval) that can be used as overdraft protection on most accounts to avoid Overdraft (Paid) Item Fees and Return Item Fees. Visit our website at [www.iberiabank.com](http://www.iberiabank.com) to learn more about Preventing and Managing Overdrafts.

## SAFE DEPOSIT BOXES

Annual Safe Deposit Box rental fees are shown below.

<i>Safe Deposit Box Size</i>	<i>Annual Rental</i>
<i>3x10</i>	<i>\$90</i>
<i>5x5</i>	<i>\$60</i>
<i>5x10</i>	<i>\$125</i>
<i>10x10</i>	<i>\$200</i>
<i>10x15</i>	<i>\$130</i>

## CERTIFICATE OF DEPOSIT (CD) AND INDIVIDUAL RETIREMENT ACCOUNTS (IRA)

This section sets forth certain conditions, penalties, and changes that are specific to your account upon renewal. Each account holder agrees to the terms set forth for CD's and IRA's and acknowledges that it is a part of the Deposit Account Agreement and Disclosure.

### **Certificate of Deposit or Individual Retirement Accounts with a Fixed Rate Term:**

All accounts (Includes Public Fund accounts) Interest Rate, Interest Compounding and Crediting Frequency will not change until maturity. At maturity, any changes to your certificates of deposit will be included in your renewal notice.

**Early withdrawals:** A penalty may be imposed for withdrawals before maturity. Certificates of deposit will adopt these penalties at renewal. Early withdrawal penalties, if applicable to your CD or IRA, may change upon renewal for existing CDs and IRAs:

<i>If Your Gibraltar Private Bank CD Term Was:</i>	<i>At renewal, your IBERIABANK CD Early Withdrawal Penalty Will Be:</i>
<i>30 Days to Less than 12 Months</i>	<i>100% of Interest on amount withdrawn</i>
<i>12 Months to Less than 24 Months</i>	<i>1% of Principal amount withdrawn</i>
<i>24 Months or More</i>	<i>2% of Principal amount withdrawn</i>

**Automatically Renewable Account:** Your account will automatically renew at maturity, unless you had setup your certificate as non-renewable at account opening. Each renewal term will be the same as the original term, beginning on the maturity date. Unless we tell you otherwise in writing, the interest rate, will be the same we offer on new certificate of deposit accounts (non special offers) on the maturity date which have the same term, minimum balance (if any) and other features as the renewed certificate of deposit account.

**Grace Period:** You will have ten calendar day(s) after maturity to withdraw the funds without being charged any early withdrawal penalty. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period, if any).

**Daily Balance Computation Method:** Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Deposit Limitations:** After account is opened, you may not make any deposits.

**Accrual of Interest on Noncash Deposits:** Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

**Withdrawal Limitations:** You may not make withdrawals of principal or interest from your account before maturity.

**Additional Terms:** From time to time we may have in effect a policy not to accept or renew any deposit which would constitute a brokered deposit under FDIC regulations. At any time at which such policy is in effect, if we determine that your deposit is a brokered deposit, we may close the account and return the funds to you, together with interest accrued thereon through the date the return of such funds is initiated, with no further liability to you.

## MISCELLANEOUS FEES

as of March 26, 2018

ACH/Government Reclamation	\$10.00 / item
ATM Foreign Usage Fee (Non-IBERIABANK ATM or its non-affiliated networks)	\$2.00 / transaction
ATM/Debit Card Replacement	\$5.00 / card
ATM/Debit Card Expedited Replacement	\$25.00 each
Collection Items	
Collection Fee – Domestic <=\$100	\$7.50
Collection Fee – Domestic >\$100	\$15.00
Collection Fee - International	\$35.00
Coin & Currency	
Deposited - Commercial Checking Analysis products	\$1.50 per \$1,000
Deposited - All Business Checking products except for Commercial Checking Analysis products	
After the first \$10,000 per statement cycle	\$2.00 per \$1,000
Bulk Coin Deposited	\$3.00 / bag
Currency Furnished	\$0.50 / strap
Coins Furnished	\$0.15 / roll
Copies (includes check copies) and Faxes	\$2.00 / page
Counter Checks	\$1.00 for 5 checks
Deposit Assessment Fee (Commercial Checking Analysis Accounts Only)	.010% on daily average ledger balance
Deposit Correction	\$3.00 each
Deposit to Deposit Overdraft Protection Transfers	\$10.00 / day
Dormant Account (applies to dormant account balances less than \$100 per month)	\$5.00 / month
Foreign Currency Exchange (additional fees may apply)	<i>(not applicable in Texas)</i>
\$300 or more	\$10.00 / transaction
Less than \$300	\$20.00 / transaction
Legal Process	\$75.00 / event
Money Bag	Varies
Medallion Stamp Guarantee (where available)	\$15.00
Money Market Account Excessive Transaction Fee	\$15.00 / item
Negative Collected Balance Fee	Prime + 3% on daily average negative collected balance
Notary Services	May vary by State
Official Checks/Cashier Checks	\$8.00
Overdraft (Paid) Item Fee (applies to overdrafts created by checks, in person withdrawals, ATM withdrawals or other electronic means)	\$35.00 per item; per presentment
Research (one hour minimum)	\$25.00 / hour
Return Item Fee (applies when checks are returned as unpaid)	\$35.00 per item; per presentment
Return Deposited Item	\$5.00 each
Safe Deposit Box – Drilling Fee	\$150.00
Safe Deposit Box – Replacement Lock Fee	\$70.00
Special Reject Item	\$1.00 each
Statements	
Statements Copy	\$10.00 each
Statement Duplicate (complete statement)	\$10.00 each
Statement Instant	\$5.00 each
Statement Reconciliation	\$20.00 / hour
Statement – Simplex Image Printing	\$2.00 / event
Statement Snapshot	\$10.00 each
Stop Payment Fee (applies for 6 month period)	\$35.00 each
Stop Payments through Online Banking for accounts opened prior to 3.23.18	\$10.00/each
Telephone Transfer of Funds (customer service assisted)	\$5.00 each
Wires Transactions	
Wire Transfer - Incoming (Domestic and Foreign)	\$15.00 each
Wire Transfer - Outgoing (Domestic)	\$25.00 each
Wire Transfer – Outgoing (Foreign) – Foreign Currency	\$40.00 each
Wire Transfer – Outgoing (Foreign) – US Currency	\$50.00 each

\*\*\* NOT ALL SERVICES ARE AVAILABLE AT ALL LOCATIONS



# ONLINE SERVICE AGREEMENT

## I. Introduction

This Online Service Agreement (this “Agreement”) contains the terms and conditions that apply to your use of the Services provided by IBERIABANK (“Bank”) that allows you to perform a number of banking functions through the use of a personal computer or a mobile device.

By using the Site or any Service, you agree to the terms, conditions, and provisions of this Agreement, which we may revise from time to time, at our sole and absolute discretion. Any terms or conditions proposed by you that are in addition to, or which conflict with, this Agreement are expressly rejected by us and shall be of no force or effect. If, at any time, you do not wish to accept the terms of this Agreement, you may not access, link to, or use any Service.

## II. Scope; Definitions; and General Terms and Conditions

**a. Scope of Agreement.** This Agreement sets forth your and our rights and responsibilities with respect to the Services (as hereinafter defined) and supplements, but does not replace, any other agreement you may have entered into with respect to any deposit account or other bank product. Whoever uses the Services, either directly or on behalf of an Account holder (i.e., Authorized User(s)), is bound by this Agreement and each of the following (all of which are incorporated herein by this reference and are specifically included within the definition of “Agreement”):

- The documentation and agreements that govern any Account or other agreements you have entered into with us, including, but not limited to, the Deposit Account Agreement;
- The terms, conditions, and instructions that appear on your computer screen or Mobile Device when you enroll in, access, activate, or use a Service or Account; and
- Our Online Privacy Policy and Consumer Privacy Notice.

If any terms or provisions of this Agreement conflict with those of another agreement between you and Bank, or such other agreement contains terms or provisions not addressed herein, such other agreement shall control and take precedence, unless specifically stated otherwise herein.

**b. Definitions.** In this Agreement, the following terms have the following meanings:

- “Account” means any deposit, loan, banking, checking, credit, investment, mortgage, or other account maintained by you with the Bank, which may be used or affected in connection with your use of the any Service.
- “Authorized User” means any person or entity that you authorize to use any Service or to access any of your Accounts, or reasonably believed by us to have been authorized by you to use any Service or to access any of your Accounts, including, without limitation, any person or entity to which you have provided or disclosed a Security Credential or made available or disclosed any Security Procedures, or any person or entity knowing or in possession of a Security Credential or Security Procedure without regard to whether such person or entity gained access to or possession of the Security Credential or Security Procedure from you, and/or any person or entity expressly authorized to use any Service or access any Account in any Service Schedule. Any Authorized User shall continue to be an Authorized User unless and until you notify us, as set forth herein, that such person or entity is no longer an Authorized User and until we have had a reasonable opportunity to act upon such notice.
- “Business Day” means any day Monday through Friday but excludes weekends and bank holidays.
- “Confidential Information” means any and all documents, materials, data and/or information, in whatever form or format (including, without limitation, electronic media), which relates to any Service, and any other information which we designate as confidential or proprietary information or which you have reason to know is confidential or proprietary information; provided, however, that notwithstanding the foregoing, Confidential Information shall not include information which is your proprietary information, or which becomes generally available to the public other than as a result of a disclosure by or through you or your agents, employees, representatives, contractors, subcontractors, successors or assigns, or which becomes available to you on a non-confidential basis from a source other than us.

- “Content” means all information and features, such as analysis, reports, orders, information, statements, announcements, notifications, communication tools, reference tools, and other content, provided by us in, through, or in connection with the Services.
- “Electronic Funds Transfers” means withdrawals, preauthorized transactions, point-of-sale transactions, and transfers to and from your Accounts using Online Banking or Mobile Banking including bill payments.
- “Mobile Device” includes a cell or mobile phone, tablet computer, or personal electronic device satisfying hardware and software requirements as specified by Bank from time to time.
- “Security Credentials” means, without limitation, any security code, password, personal identification number, user identification technology, token, certificate, or other means, or method of authentication, identification or verification used in connection with a Security Procedure applicable to any Service.
- “Security Procedure” means any process or procedure established between you and us for the purpose of verifying that communications, orders, instructions, or inquiries regarding a Service or Account activity are yours, and/or for the purpose of authenticating you or your Authorized Users in connection with your use of the Services or Accounts, and/or for the purpose of authorizing transactions and other activity through the use of the Services.
- “Service(s)” means any feature, function, product, interface, tool, informational content and/or service provided, managed, or administered by or through the Site. Without limiting the generality of the foregoing, the term Service specifically includes: Online Banking; Bill Pay; Mobile Banking; Mobile Text Message Banking; Mobile Deposit Capture; and any other service provided by the Bank by, through, or in connection with, the Site.
- “Service Schedule(s)” means the Service Schedule(s) accompanying this Agreement that contain the specific terms and conditions applicable to your use of a particular Service. Each Service Schedule shall be incorporated by reference into the Agreement.
- “Site” refers to the IBERIABANK website and all other web pages maintained by us and accessible through [www.iberiabank.com](http://www.iberiabank.com). It also include any other website or Mobile Device application that you can access only after you enter into this Agreement as a condition to accessing such website or web application.
- “We,” “us” and “our” means Bank and any agent, independent contractor, designee, or assignee that the Bank uses in the provision of online banking services;
- “You,” “your” and “user” mean those who sign as applicants or who have an interest in Account(s), each Authorized User, or those who access the Site or subscribe to or use any Service;

Other definitions may appear within the text of this Agreement, the Service Schedules and other related documentation.

**c. General Agreement and Use of the Services.** This Agreement is effective between you (including any other Authorized User(s)) and the Bank. You are individually and jointly and severally liable for all transactions initiated through the Services using your Security Credentials or Security Procedures, even if you did not participate in the transaction. When a Service is utilized to effect transactions on one or more joint Accounts, we may act on the verbal, written or electronic instructions of any authorized signer of such Accounts.

**d. Access to the Services.** The Site and Services are accessed through a computer or Mobile Device and WIFI or network connection. You are responsible to obtain, install, maintain and operate all computer or Mobile Device hardware and software necessary to access and use the Services. We are not responsible to you for any loss or damage that you suffer as a result of the failure of systems and hardware that you use to interface with our systems, or systems and software that you use to initiate or process banking transactions through the Services, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You alone are responsible for the adequacy of the systems and software that you utilize to process transactions and the ability of such systems and software to do so accurately. We are not liable to you for any computer virus or other malware that may be attributable to the Services.

You are responsible for obtaining an encrypted browser capable of a sufficiently high level of encryption to meet the systems requirements we establish from time to time. You are additionally responsible for (i) obtaining Internet services via the Internet service provider of your choice, (ii) obtaining cellular or mobile services via the cellular or mobile service provider of your choice; and (iii) any and all fees imposed by such Internet service provider and/or cellular or mobile service provider. We are not responsible for any Internet or cellular/mobile access services.

You are responsible for maintaining the confidentiality and security of your computer or Mobile Device, Security Credentials, Account numbers, and any other security or access information used by the Services. You are also responsible for preventing unauthorized access to your computer or Mobile Device. You understand that the Bank has implemented security procedures for the purpose of verifying the authenticity of payment, transfer, and deposit instructions transmitted to Bank by you ("Instructions"), and not for the purpose of detecting errors in such Instructions. As to any Security Procedures agreed to by and between you and Bank with respect to any Service, You represent and warrant that you have reviewed the transactions and activity that you will effect through the Service, and agree that the Security Procedures, including (without limitation) any Security Credentials used in connection therewith, constitute commercially reasonable security procedures under applicable law for the transactions to be undertaken. You authorize Bank to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures or any Security Credential has been stolen, compromised, or otherwise become known to persons other than Authorized Users and until Bank has had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your Account, and you agree and intend that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as your written signature in authorizing Bank to execute such transaction. You acknowledge and agree that you shall be bound by any and all transactions and activity effected through the Service through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Authorized Users, to the fullest extent allowed by law. Further, Bank shall not be liable for losses resulting from fraudulent or unauthorized transactions by individuals who Bank believes, in good faith, to be authorized to utilize the Services on your behalf.

**e. Eligibility for Services; Refusal of Services; and Prohibitions.** We reserve the right to determine, from time to time, eligibility or ineligibility for any: (i) Service, (ii) Account, or (iii) eligibility of any Account for use with a particular Service, all in our sole and absolute discretion. You acknowledge and agree that upon any determination of ineligibility, we may discontinue your access to any Service and or close any Account without further notice to you. We further reserve the right, in our sole and absolute discretion, to delay and/or refuse to process any item, transaction or instruction with respect to any Service that: (i) does not comply with the terms of and conditions of this Agreement or any other agreement with us; (ii) is not complete, correct and current; (iii) is greater in frequency, amount or number than is permitted for the relevant Account or Service, (iv) is for an amount that is less than the minimum amount permitted for the relevant Account or Service; (v) relates to an Account that has been closed or exceeds the amount of available funds in the relevant Account (or would reduce the balance of the available funds in the relevant Account below any required minimum balance); (vi) we believe in good faith is not genuine, conflicts with another instruction or relates to funds or an Account over which there is a dispute or restriction on withdrawal; (vii) we suspect results from a breach in the confidentiality of a Security Procedure or relates to an Account or Service that we suspect is being used for, or is the target of, fraudulent or illegal activity; or (viii) might cause us to violate applicable law or otherwise expose us to liability.

You agree to comply with all applicable laws and regulations in connection with your use of the Services. You further agree to be bound by operating rules and regulations imposed by any processing networks, funds transfer systems, or clearinghouses in which we participate and/or which process Service transactions. You agree not to use or attempt to use any Service: (i) to

overdraw any Account; (ii) to exceed any credit limit on any credit Account; (iii) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation; (iv) to breach any contract or agreement by which you are bound; (v) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction; or (vi) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that we have no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement. In the event we exercise any right reserved or afforded to us under this Section, you agree that we will have no liability to you under any circumstance, whether under contract, tort, or other legal theory.

**f. Modification and Termination of Services or the Agreement.** We reserve the right to modify the Services (including amending the terms and conditions applicable to the Services as set forth in this Agreement and any applicable Schedule) and Content (or any part thereof) at any time and from time to time, with or without prior notice as required by applicable law. You may reject any changes to the Service by cancelling and ceasing use of the Service. Your continued use of the Service will constitute your acceptance of, and agreement to, such changes. We retain the right to monitor use of this Site to determine compliance with this Agreement, as well the right to remove or refuse any Content for any reason in accordance with applicable law.

Notwithstanding these rights, you remain solely responsible for your use of the Services. You agree that we shall have the right, in our sole discretion, to terminate or suspend your access to or use of the Services and any parts thereof, temporarily or permanently, at any time, and from time to time, with or without notice to you, for any reason whatsoever including, without limitation, quality assurance or if we believe that you have violated or acted inconsistently with the letter or spirit of any provision of this Agreement. You also agree that we will not be liable to you or to any third party for any modification, termination, or suspension of access to the Services, or for any modification or termination of the Site, Services, or Content.

**g. Restrictions on Use.** You agree not to:

- cause, permit, or facilitate access to the Site, Services, or Content or use of the Site, Services, or Content by automated electronic processes, including, without limitation, “robots,” “spiders,” “scrapers,” “webcrawlers,” or other computer programs that monitor, copy, reproduce or download data or other content found on, or accessed through, the Site or Services;
- upload, post, email, transmit, or otherwise make available to or through the Site or Services any topic, name, material, or information that is unlawful, harmful, threatening, abusive, harassing, tortious, profane, defamatory, or otherwise objectionable;
- interfere with, disrupt, unreasonably drain the resources of (through virus infections, denial of service attacks, any form of excessive use, or any other drain), translate, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for, or adapt in any way, the Site, Services, or servers or networks supporting the Site, Services, or Content, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site, Services, or Content;
- transmit, broadcast, publicly disclose, rent, lease, resell or otherwise make available to third parties any of the Content or Confidential Information; or
- upload to the Site any information or content that breaches the rights of any third-party or infringes the intellectual property rights of any third-party.

**h. Service Fees.** From time to time, we may establish fees, or modify fee amounts, applicable to use of the Services. New or revised fees for a Service will be communicated prior to the effective date of such new or revised fee, as required by applicable law. Your continued use of the applicable Service after the effective date constitutes your consent with such new or revised fee. If you do not agree to such new or revised fee, you must cancel and cease your use of the Service prior to the effective date. Current fees applicable to the Services will be set forth in our Deposit Account Agreement Fee Schedule. You shall be responsible for any and all fees imposed by any internet service provider or telecommunications carrier to receive internet, cellular or other data services. We may also charge you research fees for inquiries about past transactions.

### **III. Confidentiality and Ownership of Content**

**a. Confidentiality.** You shall maintain the Confidential Information in strict confidence and shall not use the Confidential Information for any purpose whatsoever except for your personal use of the Site and/or Services, and you shall not disclose the Confidential Information directly or indirectly to any other unauthorized person or entity. You acknowledge and agree that in the event of any breach or threatened breach of this obligation of confidentiality, we shall be entitled, without waiving any other rights or remedies in law or in equity, to such injunctive and/or other equitable relief as may be deemed proper by a court of competent jurisdiction. Your obligation of confidentiality shall survive the termination of this Agreement and continue until none of the information which we designate as confidential or proprietary information, or which you have reason to know is confidential or proprietary information, falls within the scope of Confidential Information as defined in this Agreement.

**b. Ownership of Content.** All logos, designs, trademarks, and service marks, and other product and Service names are trademarks of us or our licensors (the "Marks"), and you agree not to display or use the Marks in any manner without our permission. You acknowledge and agree that we own or hold a license to the Site, the Services and the Content and any software or other technology incorporated therein, and that the Site, Services and Content are protected under applicable intellectual property and other laws. You also acknowledge and agree that materials and works contained in the Services and the Content are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Services. You may use the Services only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the Site or Content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose any Service, in any manner contrary to the terms of this Agreement, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

### **IV. Disclaimer of Warranties**

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOUR USE OF THE SITE, SERVICES, AND CONTENT IS AT YOUR SOLE RISK. THE SITE, SERVICES, AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IBERIABANK SHALL ONLY BE RESPONSIBLE FOR PERFORMING THE SERVICES AS EXPRESSLY STATED IN THIS AGREEMENT AND ANY APPLICABLE SERVICE SCHEDULE.

WE MAKE NO CLAIM OR WARRANTY THAT THE SITE, SERVICES, OR CONTENT WILL BE SUITABLE TO YOUR NEEDS, UNINTERRUPTED, TIMELY, OR SECURE. THERE IS NO GUARANTEE THAT ACCESS TO THE SITE OR SERVICES WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SITE OR SERVICES. THE SITE, SERVICES, AND CONTENT MAY CONTAIN INACCURACIES, TYPOGRAPHICAL ERRORS, OR MAY BE OTHERWISE UNRELIABLE. WE MAKE NO WARRANTY THAT THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE OR SERVICES WILL MEET YOUR EXPECTATIONS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICES, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE SITE OR THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

### **V. Limitation of Liability**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL WE OR OUR SUBSIDIARIES, OFFICERS, AGENTS, DIRECTORS, MEMBERS, AND/OR OUR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE,

INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE AVAILABILITY OR PERFORMANCE OF THE SITE, SERVICES, OR CONTENT; (ii) ISSUES WITH SYSTEMS, HARDWARE OR SOFTWARE, AND ACCESS DEVICES USED IN CONNECTION WITH THE SITE OR SERVICES; (iii) THE COST TO OBTAIN SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE OR SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR INFORMATION; (v) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON THE SITE, SERVICES, OR CONTENT, INCLUDING, WITHOUT LIMITATION, ANY STATEMENTS OR CONDUCT THAT MAY BE THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, ILLEGAL, OR INFRINGING; OR (vi) ANY OTHER MATTER RELATING TO THE SITE, SERVICES, OR CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN SUCH CIRCUMSTANCES, IBERIABANK'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## **VI. Indemnity and Hold Harmless**

You agree to indemnify against, and hold us, and our subsidiaries, officers, agents, directors, employees, and our service providers harmless from any claims, demands, costs, damages, expenses or liabilities, including reasonable attorneys' fees, (including claims, demands, costs, damages, expenses or liabilities made or suffered by any third-party) due to, or arising out of or related to: (i) the actions, omissions, or commissions of you, your employees, representatives, and/or agents relating to the Site or Services; (ii) your violation of any of the provisions of this Agreement, including, but not limited to, any breach of any representation or warranty contained in this Agreement; (iii) the exercise by us of any right, privilege, or authority under the terms of this Agreement; (iv) any transmission or Instruction, whether or not authorized, acted upon by us in good faith (including, but not limited to, any transmission or Instruction received via your Security Credential or Security Procedures); or (v) your violation of any rights of another, including, but not limited to, intellectual property rights. Your obligations under this Section shall survive termination of this Agreement.

## **VII. Unauthorized Transactions; Error Resolution**

**a. Unauthorized Transactions.** You must immediately inform us if you believe any of your Security Credentials have been lost or stolen. You must also tell us if someone has transferred or may transfer funds from an Account without your permission or if you suspect any fraudulent activity on your Account. Telephoning us is the best way to minimize your possible losses. To notify us about any lost Security Credential or about unauthorized transfers from your Account, call (800) 682-3231 anytime, 24 hours a day, 7 days a week; or write to us at:

IBERIABANK  
ATTN: Online Banking Customer Service  
5800 R Street  
Little Rock, AR 72207

Or by email to:  
PlusMail@iberiabank.com

In the event of stolen access to your Account(s), you could lose all the money in your Accounts (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you learn of the loss or theft of your Security Credential, you can lose no more than \$50.00 if someone used your Security Credential without your permission.

If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Security Credential, and we can prove we could have stopped someone from using your Security Credential without your permission if you had notified us, you could lose as much as \$500.00.

You should check your Account statement monthly. If it shows transfers that you did not make,

including those made by card, code or other means, notify us immediately. If you do not notify us within sixty (60) days the statement was mailed to you showing an unauthorized transfer, you may not get back any funds lost after the sixty (60) day period if we can prove we could have stopped someone from taking the money had you informed us in time. If a good reason (such as a long trip or a hospital stay) kept you from informing us, we may, at our sole and absolute discretion, extend the time period(s).

**b. Error Resolution.** In Case of Errors or Questions About Your Electronic Transfers Telephone us at (800) 682-3231, or write to us at IBERIABANK, ATTN: Online Banking Customer Service, 5800 R Street, Little Rock, AR 72207, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on an Account statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST Account statement on which the problem or error appeared. Unless you notify us within such sixty (60) day window, you are prohibited from bringing a claim against us for such suspected error. When you write to us, please:

- Provide your name and Account number (if any).
- Describe the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Provide us the dollar amount of the suspected error.

If you tell us in person or by phone, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will inform you of the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the funds at issue during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we are not required to credit your Account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three (3) Business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**The terms and conditions of this Section VII do not apply to holders of commercial Accounts, whether accessed through the Services or otherwise. Please refer to your Deposit Account Agreement for additional information.**

## **VIII. Termination**

**a. Our Right to Terminate.** In addition to the provisions of Section II.e., we may terminate this Agreement without notice to you, which denies or limits your use of any Service if we reasonably determine that the Service(s) should be terminated. We can also terminate this Agreement or your access to the Services if:

- You have insufficient funds in any one of your Accounts. Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- You or any of your Authorized Users breach this or any other agreement with us.
- We have reason to believe that there has been an unauthorized use of your Security Credential.
- All Accounts in connection with the Services have been cancelled.



Additionally, we reserve the right to deactivate any Service that has been “inactive” for a period of 90 days and terminate the Service if “inactive” for a period of one year. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions (and any related fees) initiated before Services are terminated. If we terminate your access to these Services, you cannot reopen them unless you contact Customer Service (see the address in the next paragraph).

**b. Your Right to Terminate.** You may terminate your use of any Service at any time by electronically contacting us through our secured messaging service in Online Banking and advising us of your intent to cancel, by calling us at (800) 682-3231, or writing to us at: IBERIABANK, ATTN: Online Banking Customer Service, 5800 R Street, Little Rock, AR 72207. We reserve a reasonable amount of time to act upon your request to terminate a Service, which in no event shall be less than ten (10) Business Days. We may require that you put your request in writing. If you have scheduled transactions to occur within the ten (10) day notification period and do not want them to occur, you also must separately cancel those transactions. You will be responsible for all transactions (and any fees related to such) occurring prior to our completing the termination of the designated Service(s).

## **IX. ARBITRATION**

### **PLEASE READ THIS ARBITRATION PROVISION CAREFULLY**

By maintaining an account with us, you understand and agree that for Claims arising out of or relating to the Services:

- You are giving up your right to go to court;
- You are giving up or limiting your rights that might be available in a judicial proceeding such as the right to compel testimony and the right to appeal the decision on such Claims;
- You are giving up your rights to join as a class representative or class member in any Class Action or Class Arbitration that you may have against us.

### **DEFINITIONS.**

*“Arbitration”* refers to a way of deciding disputes by a neutral person called an arbitrator. An arbitrator follows less formal procedures than a judge follows in a court of law. An arbitrator decides the dispute with a binding award, meaning the award has the same obligatory effect as a decision by a court. A court may enforce an Arbitration award, but a court’s review of an Arbitration award is limited.

*“Claim”* refers to any and all claims, disputes, or controversies based on contract, tort, statute, or otherwise between you and us about our respective rights, duties, obligations and liabilities arising out of or relating to the Services. Claim also refers to questions about if something is a Claim, how to conduct the Arbitration, and the interpretation of this Arbitration provision.

*“Class Action”* refers to a lawsuit involving a large group of people with similar claims against the same persons or companies.

*“Class Arbitration”* refers to an Arbitration involving a large group of people with similar claims against the same persons or companies.

**AGREEMENT TO ARBITRATE.** At your or our election, any Claims between you and us that arise out of or relate to the Services are to be decided by neutral, binding Arbitration. Also, to the extent allowed by law, the validity, scope, and interpretation of this Arbitration Agreement is to be resolved by neutral, binding Arbitration.

**WAIVER OF CLASS ACTION AND CLASS ARBITRATION.** If you or we choose to arbitrate a Claim, you and we agree that no trial by jury or by judge and no other judicial proceeding, including Class Action proceedings, will take place. You and we also agree that Claims are to be heard and decided by one arbitrator only, only on an individual basis, and not as Class Arbitration.

**ARBITRATION PROVIDERS AND THEIR RULES.** For the Arbitration, you or we may choose one of the following Arbitration providers with its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 ([www.adr.org](http://www.adr.org)), and the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 ([www.adrforum](http://www.adrforum)). You can get a copy of the rules of these Arbitration providers by contacting them or by visiting their respective websites.

**PLACE OF ARBITRATION AND COSTS.** The Arbitration hearing must be carried out in the federal judicial district where you live, unless you and we agree otherwise. If your Claim is a consumer-related Claim and Arbitration begins, we shall advance any filing, administrative, commencement, service, or case management fees and arbitrator or hearing fees up to a total amount of \$250.00. You understand and agree that you may have to repay us later for part or all of the amount we have advanced to you. You are responsible for the fees of your own attorneys, experts, witnesses, and other costs of Arbitration. We are responsible for those costs that we incur. The arbitrator may decide, however, who is finally responsible for these fees and costs as provided by law.

**ARBITRATOR'S AUTHORITY.** The arbitrator must be a lawyer or a former judge. The arbitrator shall follow substantive law in making an award. The arbitrator has the authority to order specific performance, compensatory damages, punitive damages and other relief allowed by applicable law. The Arbitration award is final and binding on all parties, except that the Federal Arbitration Act may provide for limited review. Any court having jurisdiction may enforce the Arbitration award.

**PRESERVATION OF REMEDIES.** You or we can do the following without giving up the right to require Arbitration:

- Seek remedies in small claims court for Claims within that court's jurisdiction, unless these Claims are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Claims to Arbitration;
- Seek judicial provisional remedies;
- Exercise self-help remedies and take measures that do not involve a court or Arbitration, including, but not limited to, setting off against a deposit account; or
- Comply with other contractual or mandatory regulatory procedures before a Claim may be brought to Arbitration.

**GOVERNING LAW.** The Federal Arbitration Act (9 U.S.C. § 1 et. seq.) governs this Arbitration provision, and not any state law concerning Arbitration, including state law Arbitration rules and procedures.

**GENERAL PROVISION.** This Arbitration provision: (1) relates to Services involving interstate commerce; and (2) is the entire agreement between you and us on Arbitration, replacing all previous written and oral negotiations and agreements between you and us on Arbitration. If any part of this Arbitration is not enforceable, the rest is enforceable; but if the waiver of Class Action rights is unenforceable, this entire Arbitration provision is unenforceable. The paragraph headings are solely for convenience and not for interpreting this provision; therefore, they have no legal meaning.

**WAIVER OF RIGHT TO TRIAL BY JUDGE OR BY JURY.** You and we understand and agree that:

- You and we have a right to have Claims decided by a trial by judge or by jury, but if you or we so elect, you and we prefer to have them decided by an arbitrator;
- You and we are obligated by all the Arbitration Agreement terms; and
- You and we explicitly and knowingly give up our rights to trial by judge or by jury to the extent that you or we elect to have Claims decided by Arbitration, unless the law says otherwise.

**CAUTION -** You should read this carefully. If you do not understand it, you should ask your attorney to explain it to you.

## **X. Miscellaneous**

**a. Funds Availability.** There may be a delay between the time a deposit is made through the Services and when those funds are available for withdrawal or transfer. You should review our funds availability policy to determine the availability of the funds deposited. We reserve the right to refuse to complete any transaction that would draw upon insufficient funds, exceed a credit limit, lower an Account below a required balance, or otherwise require us to increase our required reserve on the Account.

**b. Notice.** You agree that we may send any information, disclosures and/or notices (including, but not limited to, change in terms notices) relating to the Services to you in electronic form by electronic mail. Subject to the requirements of applicable law, your agreement to receive communications electronically applies, without limitation, to any and all disclosures and information that we are required by applicable law to provide in writing. You agree that we may electronically post communications or make other information available in the applicable Service application or on the Site. We reserve the right to provide you with paper copies of any such notice in lieu of or in addition to electronic versions at any time in our discretion. You agree that we may mail paper versions of notices to your mailing address that appears in our records or otherwise provide notices to you pursuant to any other method to which you have agreed.

You may contact us electronically regarding inquiries, maintenance and/or some problem resolution issues through electronic mail or through the secured messaging service through Online Banking. Because e-mail may not be a secure method of communication, we recommend that you not send confidential personal or financial information by e-mail. You may contact us in writing at: IBERIABANK, ATTN: Online Banking Customer Service, 5800 R Street, Little Rock, AR 72207. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Security Credential, or to stop a payment). In these cases do not use e-mail. Instead, call us at **(800) 682-3231**.

**c. New Services.** As we introduce improved or new Services from time to time, your use of these improved or new Services is your agreement to be bound by all terms and conditions applicable to them.

**d. Links.** The Site and Services may contain links to third-party websites or resources. We have no control over such sites and resources, and you acknowledge and agree that we bear no responsibility for the availability of such external sites or resources. Your use of such third-party websites is subject to the terms of use and privacy policy, if any, governing use of such websites. **IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF ANY HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

You are not permitted to frame our Site or to deep link to any portion of our Site for any reason.

**e. Disclosure of Account Information.** Please refer to our Online Privacy Policy and Consumer Privacy Notice for a description of how we use the information about you that we gather through the Site or Services.

**f. Governing Law.** This Agreement shall be construed in accordance with and governed by the substantive laws of the state in which the applicable Account linked to the Service is located (without regard to conflict of law principles) except as required by mandatory provisions of law. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is a contract for services and not a sale of goods. The parties agree that this Agreement, the Site, Services, and Content shall not be subject to or governed by Uniform Commercial Code, Article 2 - Sales.

**g. Data Recording; Consent to Communications.** You agree that we may (without any obligation) record, retain, and/or monitor any communications (including, without limitation, telephone

conversations) between you and us without further notice. You also acknowledge and agree that when you use the Services the transaction and other information you enter may be recorded and retained by us. All such information, data, and communications recorded, retained, or monitored by us shall be and remain our property, and we shall have no obligation to provide any such data to you, subject to the requirements of applicable law. If you request us to provide any such data, and if we agree, you agree to pay our fees and charges for making the data available to you. You acknowledge that you are responsible for the maintenance and storage of your own data and other information created through your use of the Services. You agree that we may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, email, or other electronic message to administer and manage the delivery of the Services to you, to collect any amounts you may owe under with respect to Services or for other informational purposes related to the Services. You agree that we may call or text you at any telephone number that you provide in connection with the Services, including cellular telephone numbers.

**h. Changes to Your Contact Information.** It is solely your responsibility to assure that the contact information you have provided to us in connection with your use of the Services is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. You may make changes to your email address or some of your other contact information by logging into Online Banking Service. To change the other contact information, you must contact us at **(800) 682-3231** to make other changes to your user profile. Bank shall have no liability for any payment processing errors or any fees you may incur as a result of inaccurate or outdated contact information for you.

**i. Interpretation.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of this Agreement or the application of the provision to the other parties or other circumstances. The headings to the Sections of this Agreement are included for convenience only and shall have no substantive meaning.

**j. Entire Agreement; Waiver; Assignment.** You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. This Agreement is the entire agreement and a complete and exclusive statement of the agreement between the parties, which supersedes all prior or concurrent negotiations, proposals, and understandings, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No provision hereof shall be deemed waived, amended or modified except in a written addendum signed by an authorized representative of each party. A waiver by either party of any term, right, or condition of this Agreement, or any breach thereof, in any one instance, shall not waive such term, right, or condition or any subsequent breach thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors. You may not assign or otherwise transfer, by operation of law or otherwise, this Agreement or any rights or obligations herein.

# ONLINE BANKING SERVICES SCHEDULE

## I. Introduction

This Online Banking Service Schedule is a Service Schedule under the Online Service Agreement (the “Agreement”) and sets forth additional terms and conditions applicable to your use of the Online Banking Services (“Online Banking”). Any conflict between this Online Banking Service Schedule and the Agreement shall be resolved by reference to this Online Banking Service Schedule.

Capitalized terms not defined in this Online Banking Service Schedule have the meanings set forth in the Agreement.

## II. Description of Services; General Provisions

**a. Description of Services.** In general, Online Banking enables you to use the Site to view Account balances and transaction histories, transfer funds between Accounts, set up recurring transfers between Accounts, download Account transactions, and perform other Account related tasks. We may offer additional or different Online Banking services in the future, all of which will be governed by the Agreement.

**b. Access.** To use Online Banking, you must have at least one Account at the Bank and complete an Online Banking application. Online Banking is generally accessible 24 hours a day, seven days a week, except for reasonable periods of time for system maintenance. We are not liable for failure to provide access due to a system failure or due to other unforeseen acts. Even in cases where notification is usually required we may modify, suspend or terminate access to Online Banking at any time and for any reason without prior notice, in order to protect the system or your Account. We will give you notice in other situations if required by law.

**c. Security.** We will assign to you an Online Banking client identification Security Credentials, which you must use to access Online Banking. We may require you to change your Security Credentials from time to time for security purposes. You are responsible for keeping your Security Credentials confidential. We are entitled to act on transaction instructions received using your Security Credentials, and you agree that the use of your Security Credentials will have the same effect as your signature authorizing the transaction. Although we make every effort to ensure that Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We do not guarantee that all data transfers using Online Banking or email transmitted to and from us, will not be monitored or read by others.

**d. Your Account.** Notwithstanding any contrary provisions in your Account agreement, if you use Online Banking to access an Account that requires more than one signature to authorize an Electronic Funds Transfer or to write a check or complete another transaction, or your Account is subject to dollar or transaction limits, Bank will not monitor or restrict those aspects of those Accounts in relation to your use of Online Banking. When such a restricted Account is accessed through Online Banking, the authorized signers are jointly responsible for all transactions that occur in the Account, whether performed by a single authorized party, and whether the restrictions are violated or not. This provision shall supersede any contrary or conflicting provisions in your account agreement.

**e. Service Limitations.** For security purposes, we may from time to time establish limits on certain aspects of Electronic Funds Transfers through Online Banking:

- On the dollar amount of Electronic Funds Transfers you may make each day;
- On the number of balance inquiries, or number of dollar amount of transfers you may make via Online Banking in a single day (transfers from some types of Accounts are restricted by federal law, or by our design of the product, and you may refer to your Account agreement for further information regarding these limitations);
- On the amount of transfers that you may make (this is also limited by the available balance in the account you wish to transfer from, including any funds available through overdraft protection you have with us).

If you request a transfer that exceeds the funds available in the account from which a transfer is being made, we will not be required to honor the request; however, if we, in our sole discretion, choose to make a requested transfer that exceeds the funds available in the account, that account will be subject to our current fee for processing items drawn against non-sufficient funds.

Online Banking instructions to transfer funds (excluding bill pay transactions) received by 7:00 p.m. CST on a business day will be credited/debited to your designated Accounts on that business day, assuming that you have sufficient available funds. Transfers processed after that time will be credit/debited on the next business day.

**f. Our Liability for the Services.** If we fail to timely complete a transfer to or from your Account using Online Banking, or if we fail to make payment in the correct amount, we may be liable for your losses or damages. Provided, however, in no event will we be liable for any losses or damages:

- if you do not have sufficient funds in your Account or if a transaction would be over your credit limit on your overdraft protection;
- if the money in your Account is subject to legal process or other claim restricting the transfer;
- if the electronic device (telephone, computer, modem, or other) or communication line, circuit, network or service used to connect and/or provide instructions to us was not working properly;
- if circumstances beyond our control prevent the completion of the transaction despite reasonable precautions that we have taken to avoid these circumstances;
- if we believe in good faith that a breach of security has occurred or is occurring involving your Account(s) or your use of the Services; or
- if there are other circumstances which relieve us from responsibility, for example in other agreements between you and us with respect to your Account(s), or if you did not receive a confirmation number for a transfer request when using this Service.

If Online Banking malfunctions and causes an incorrect amount of funds to be removed from your Account, we shall be responsible only for returning the improperly transferred funds to your Account and for directing the proper transfers.

## BILL PAY SERVICE SCHEDULE

### I. Introduction

This Bill Pay Service Schedule is a Service Schedule under the Online Service Agreement (the "Agreement") and sets forth additional terms and conditions applicable to your use of the Bill Pay Service available through Online Banking and Mobile Banking which permits you to initiate and authorize payments from your accounts to an individual or business (a "Payee") you select to receive payments (the "Bill Pay Service"). Any conflict between this Bill Pay Service Schedule and the Agreement shall be resolved by reference to this Bill Pay Service Schedule.

Capitalized terms not defined in this Bill Pay Service Schedule have the meanings set forth in the Agreement.

### II. Description of Services; General Provisions

**a. Description of Services.** The Bill Pay Service allow you to (i) pay bills to most merchants, individuals and institutions; (ii) set up recurring payments (only through Online Banking); and (iii) view your payment history.

**b. Your Account.** Notwithstanding any contrary provisions in your Account agreement, if you use the Bill Pay Service to access an Account that requires more than one signature to authorize an Electronic Funds Transfer, to write a check, initiate a bill payment, or complete another transaction, or your Account is subject to dollar or transaction limits, Bank will not monitor or restrict those aspects of those Accounts in relation to your use of the Services. When such a restricted Account is accessed through the Bill Pay Service, the authorized signers are jointly

responsible for all transactions that occur in the Account, whether performed by a single authorized party, and whether the restrictions are violated or not. This provision shall supersede any contrary or conflicting provisions in your Account agreement.

**c. Confirmation Number.** A confirmation number will be assigned to each Bill Pay Service payment, amended payment, deleted payment, or skipped payment at the time you submit your request. Please record these confirmation numbers for future reference. These will help us resolve any questions, and expedite any request you may have about your Bill Pay Service transactions.

**d. Our Liability for the Services.** If we fail to timely complete a transfer to or from your Account using the Bill Pay Service, or if we fail to make payment in the correct amount, we may be liable for your losses or damages. Provided, however, in no event will we be liable for any losses or damages:

- if you do not have sufficient funds in your Account or if a transaction would be over your credit limit on your overdraft protection;
- if the money in your Account is subject to legal process or other claim restricting the transfer;
- if the electronic device (telephone, computer, modem, or other) or communication line, circuit, network or service used to connect and/or provide instructions to us was not working properly;
- if circumstances beyond our control prevent the completion of the transaction despite reasonable precautions that we have taken to avoid these circumstances;
- if we believe in good faith that a breach of security has occurred or is occurring involving your Account(s) or your use of the Bill Pay Services; or
- if there are other circumstances which relieve us from responsibility, for example in other agreements between you and us with respect to your Account(s), or if you did not receive a confirmation number for a transfer request when using the Bill Pay Service.

If the Bill Pay Service malfunctions and causes an incorrect amount of funds to be removed from your Account, we shall be responsible only for returning the improperly transferred funds to your Account and for directing the proper transfers.

**e. Eligibility.** To participate in the Bill Pay Service, you must have a checking Account with us and use Online Banking. You can use Bill Pay to make payments from any of your checking Accounts with us. To pay bills using the Bill Pay Service, first you use your Security Credentials for the Online Banking or Mobile Banking service to authorize a payment from your Account. After we receive your instruction the payment is made either by (i) transferring funds electronically from your Account to the Payee or (ii) preparing a paper check to the Payee and mailed via first class mail. This payment date should not be the “due date” of your bill; see below on how to schedule payments.

**f. Recurring Payments.** You may authorize recurring payments through Online Banking to pay recurring bills. These payments must be for the same amount each month, and these will be sent on the same calendar day of each month, if that day does not fall on a business day. When you enter and transmit payment instructions to us, you authorize us to withdraw funds from your Account and make the payment you direct. We will make that payment unless we have some reason not to do so, for example if your account has insufficient funds (including funds available under any discretionary overdraft line of credit or other bounce protection). You are responsible for any non-sufficient funds or overdraft charges the Bank may impose, as stated in the deposit agreements governing your Accounts. Bank will automatically execute bill payments according to your instructions and will continue until you cancel such instructions.

**g. Payment Refusal.** We also may refuse to honor payment requests that appear to be fraudulent, incomplete, erroneous, or if you do not follow the Bank’s instructions for the Bill Pay Service. You should be aware that some Payees do not accept electronic payments through our Bill Pay Service. When we receive such notice of refused electronic payment, our system automatically prepares and mails a paper check to the Payee. In addition, we reserve the right

to refuse to pay certain Payees, including, without limitation, Payees appearing on the list of Specially Designated Nationals published by the Office of Foreign Asset Control in the United States Department of the Treasury.

**h. Payment Timing.** As you schedule payments, you should take into Account delays that arise in processing and mailing bill payments. In general, you may schedule bill payments for the current business day or any date in the future, and we will process your payment on the date you schedule. However, a bill payment may not actually be sent until two days after it is processed, so you should schedule payments to be processed at least two (2) Business Days before it will be sent.

**i. Payment Processing.** Payments will be processed twice a day Monday through Friday (excludes Saturdays, Sundays and holidays). Payments are processed at 2 a.m. CST and at 12 p.m. CST. If you schedule a payment to be processed before 2 a.m. CST for payment that day, it will be processed at 2 a.m.; subsequently, if you schedule a payment to be processed after that time, it is processed at 12 noon CST that same day. If you schedule a payment to be processed after 12 noon CST, it will be processed the next business day at 2 a.m. CST.

**j. Weekends and Holidays.** If a scheduled Bill Pay bill payment falls on a weekend or holiday, the payment will be made on the Friday before the weekend, or on the last business day before the holiday.

**k. Payment Method.** For payments made by paper check (not electronically), you agree that paper checks are mailed and may not be received by the Payee until 5 to 8 Business Days later. Also, many Payees are slow to process a payment on the day that it is received. You authorize us (and an agent that we may select) to use any payment method (electronic or paper) we choose to process each of your payments. Payments made by check will be sent by the U.S. Postal Service outside of the state in which the agreement transpired.

**l. Debited Funds.** For payments made electronically, funds are debited from your Account the same day that the payment is processed in accordance with Subsection 3f above. If the electronic payment is scheduled before 2 a.m. CST for payment that day, it will be processed at 2 a.m.; subsequently, if the payment is scheduled after that time it will be processed at 12 noon CST the same day. Any payments scheduled after 12 noon CST, will be processed the next business day at 2 a.m. CST.

**m. Late Payments.** You are responsible to use the Bill Pay Service so that your bills are paid on time. If you incur late payments or finance charges because you did not schedule payments or transmit payment instructions in a timely manner then you must pay those fees. We are not responsible for any delay or adverse consequence from the choice of payment methods, from delays in the delivery of mail or from the improper handling or transmission of payments by someone other than us. We also are not responsible for the failure of a Payee to accept, process or properly post a payment in a timely manner. We have no obligation to notify you if a payment is incomplete because there are insufficient funds in your account. In all cases, you must either make alternate arrangements for the payment or must reschedule the payment through the Bill Pay Service.

**n. No Duty to Monitor.** Bank has no duty to monitor payments made through the Bill Pay Service.

**o. Cancellation.** To cancel a bill payment that you have scheduled, you must cancel the payment online before the time it is scheduled to be processed. If the payment is being processed at 2 a.m. CST, then you must cancel it before that time. If it is scheduled for processing at 12:00 noon, you must cancel it before that time.



#### **p. Stop Payment Requests.**

**Electronic Payments:** You CANNOT cancel or stop a bill payment which is being paid electronically. Once it is processed and debited from your account, it is gone.

**Paper Check Payments:** You may request that Bank stop payment on a paper draft drawn against your Account if Bank has not accepted, certified, made final payment on or otherwise become accountable for the item. If the paper draft has not cleared, we will immediately process your stop-payment request. To be effective, this type of stop-payment request must precisely identify the name of the Payee, the Payee- assigned account number, the amount and scheduled date of the payment, and the Payee ID number from the Bill Payment Service "Payment History" Screen. You may be required to confirm the stop payment request in writing and mail it to us within 14 days of your request. You will incur stop-payment charges as disclosed in the current Fee Schedule.

## **MOBILE BANKING SERVICE SCHEDULE**

### **I. Introduction**

This Mobile Banking Service Schedule is a Service Schedule under the Online Service Agreement (the "Agreement") and sets forth additional terms and conditions applicable to your use of the Mobile Banking Service that allows you to access Account information, make payments to Payees, and make other banking transactions through a Mobile Device ("Mobile Banking"). Any conflict between this Mobile Banking Service Schedule and the Agreement shall be resolved by reference to this Mobile Banking Service Schedule.

Capitalized terms not defined in this Mobile Banking Service Schedule have the meanings set forth in the Agreement.

### **II. Description of Services; General Provisions**

**a. Description of Services.** Mobile Banking is a financial information management service that allows you to access your account information, make payments to Payees, and make other banking transactions. To utilize this service, you must own a Mobile Device. Once you have enrolled for the service through our Online Banking Program, designated Account(s) linked to your online banking account will be accessible through your Mobile Device, together with the Bill Pay payees who have previously consented to accept payments. We reserve the right to determine, in our sole and absolute discretion, what information is made available through Mobile Banking.

**b. Access.** Mobile Banking is only available to customers who have an Account. To use Mobile Banking, you must download the required application to your Mobile Device. You agree to provide a valid phone number for Mobile Banking and email address so that we may send you certain information about your applicable Account(s). You agree and understand that Mobile Banking may not be accessible or may have limited utility over some wireless networks, for example, while roaming.

### **III. Additional Terms and Conditions Applicable to the Service**

#### **a. Your Representations and Warranties.**

- You represent and warrant that you are the legal owner of the Account(s) and other financial information which may be accessed via Mobile Banking.
- You represent and warrant that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking.
- You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

**b. Authorized Users.** You agree that Mobile Banking is only for the use of individuals authorized to access your Account. You agree not to give or make available your Mobile Banking Security Credentials or other means to access your Account to any unauthorized individuals.

**c. Liability.** You agree that we will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of Account information to third parties. Also, nothing about Mobile Banking creates any new or different liability for us beyond what is already applicable under your existing Account agreements.

**d. Indemnification.** You agree to indemnify, defend and hold harmless us and our affiliates and service providers from any claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney fees) (including claims, liability, damages, expenses and costs of third parties) caused by or arising from your use of Mobile Banking, or your infringement, or infringement by any other user of this Service, of any intellectual property or other rights of any third party. Your obligation under this paragraph shall survive termination of the Agreement. You agree that, while using Mobile Banking, you will remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your communication service provider (i.e., AT&T, Verizon, etc.), and that the Agreement does not amend or supersede any of those agreements. The foregoing indemnification and hold harmless obligations are in addition to, and not in limitation of, the indemnification and hold harmless obligations set forth in the Agreement.

**e. Fees and Charges.** Regardless of whether there is a separate service fee for Mobile Banking, you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your Account(s) and fees associated with data plans imposed by your communication service provider.

**f. Unauthorized Transfers.** You are responsible for all bill payments, transfers or other transactions you authorize while using Mobile Banking. If you permit other persons to use your Mobile Device, then you are responsible for any transactions they authorize. If you believe that your Mobile Device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling (800) 682-3231 between 7:00 a.m. and 7:00 p.m. CST Monday through Friday.

**g. User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (i) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (iv) be false, misleading or inaccurate; (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vii) potentially be perceived as illegal, offensive or objectionable; (viii) interfere with or disrupt computer networks connected to Mobile Banking; (ix) interfere with or disrupt the use of Mobile Banking by any other user; or (x) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

**h. No Commercial Use or Re-Sale.** You agree that the Mobile Banking Service is for personal use only. You may not copy, reproduce, resell, lease, distribute or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any software or other Mobile Device applications associated with Mobile Banking.

**i. Messages from Us.** You will never receive any messages from Bank asking you to send us any sensitive personal or financial information such as your social security number or your account number. If you ever receive such a request for sensitive personal or financial information, do not respond to the message and call us at **(800) 682-3231** to report the incident.

# MOBILE TEXT MESSAGE BANKING SERVICE SCHEDULE

## I. Introduction

This Mobile Text Message Banking Service Schedule is a Service Schedule under the Online Service Agreement (the "Agreement") and sets forth additional terms and conditions applicable to your use of Mobile Text Message Banking Service that allows you to receive certain bank account information through a Mobile Device ("Mobile Text Message Banking"). Any conflict between this Mobile Text Message Banking Service Schedule and the Agreement shall be resolved by reference to this Mobile Text Message Banking Service Schedule.

Capitalized terms not defined in this Mobile Text Message Banking Service Schedule have the meanings set forth in the Agreement.

## II. Description of Services; General Provisions

**a. Description of Services.** Mobile Text Message Banking is a service that allows you to receive certain bank account information through a Mobile Device. Once you have enrolled for the service through our Online Banking Program, you will receive certain information as to your designated Accounts through your Wireless Device. We will determine in our sole discretion what information is made available through Mobile Text Message Banking.

**b. Access.** Mobile Text Message Banking is only available to customers who have a deposit Account with us. You agree to provide a valid phone number for this Service so that we may send you certain information about your applicable Account(s). You agree and understand that Mobile Text Message Banking may not be accessible or may have limited utility over some wireless networks, for example, while roaming.

## III. Additional Terms and Conditions Applicable to the Service

**a. Text Messages.** We may send any Mobile Text Message Banking message through your communication service provider in order to deliver such to your Wireless Device. You agree that your communication service provider is acting as your agent in this capacity.

**b. Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own. Further, you agree to indemnify us from your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The foregoing indemnification and hold harmless obligations are in addition to, and not in limitation of, the indemnification and hold harmless obligations set forth in the Agreement.

**c. Account Statements.** Mobile Text Message Banking is provided for your convenience and does not replace your monthly bank Account statement(s), which are the official record of your Account(s).

**d. Security of Mobile Device.** Mobile Text Message Banking will not be encrypted and at some point, may include personal or confidential information about you, such as your Account activity or status. You agree to protect your Mobile Device that receives information through Mobile Text Message Banking and not to let any unauthorized person have access to the information we provide to you through this Service. You further agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from access to your Mobile Device by anyone other than you. The foregoing indemnification and hold harmless obligations are in addition to, and not in limitation of, the indemnification and hold harmless obligations set forth in the Agreement.

**e. Delays in Service.** Receipt of Account information through Mobile Text Message Banking may be delayed or impacted by factor(s) beyond our control, including but not limited to factors pertaining to your communication service provider or other parties.

**f. Limitation of Liability.** We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of Account information to third parties. Also, nothing about Mobile Text Message Banking creates any new or different liability for us beyond what is already applicable under your existing Account agreements.

**g. Fees and Charges.** Regardless of whether there is a separate service fee for Mobile Text Message Banking, you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your Account(s) and fees associated with text messaging imposed by your communication service provider. Standard text message charges may apply. Such charges may include those from your communication service provider. Message frequency depends on user preferences.

**h. Messages from Us.** We will not send you marketing messages through Mobile Text Message Banking. You will never receive a Mobile Text that asks you to send us any sensitive personal or financial information such as your social security number or your account number. If you ever receive such a request for sensitive personal or financial information, do not respond to the message and call us at **(800) 682-3231** to report the incident.

## MOBILE DEPOSIT CAPTURE SERVICE SCHEDULE

### I. Introduction

This Mobile Deposit Capture Service Schedule is a Service Schedule under the Online Service Agreement (the "Agreement") and sets forth additional terms and conditions applicable to your use of the Mobile Deposit Capture Service that allows you to make deposits to eligible Accounts from your Mobile Device by scanning checks payable to you and electronically delivering the scanned images for deposit ("Mobile Deposit Capture"). Any conflict between this Mobile Deposit Capture Service Schedule and the Agreement shall be resolved by reference to this Mobile Deposit Capture Service Schedule.

Capitalized terms not defined in this Mobile Deposit Capture Service Schedule have the meanings set forth in the Agreement.

### II. Description of Services; General Provisions

**a. Description of Services.** Mobile Deposit Capture is a service that allows you to make deposits to eligible Accounts from remote locations by scanning checks payable to you and electronically delivering the scanned images for deposit.

**b. Access.** Mobile Deposit Capture is only available to customers who have a deposit Account with us. To use Mobile Deposit Capture, you must have a supported Mobile Device with a supported camera and a supported operating system, have a data plan for your Mobile Device, and download the required application to your Mobile Device. We do not guarantee that your particular Mobile Device, mobile device camera, mobile device operating system or mobile carrier will be compatible with Mobile Deposit Capture. Bank is not responsible for any Mobile Device or any other hardware or software used by you with respect to Mobile Deposit Capture. You agree and understand that Mobile Deposit Capture may not be accessible or may have limited utility over some wireless networks.

**c. Account Acceptance.** The following are requirements that must be met for initial approval to use Mobile Deposit Capture.

- Your Account must be open for a minimum of 30 days.
- No delinquent loans with us.
- No history of excessive or repeated returned items (as determined in our sole discretion).
- Satisfactory deposit/checking account history results obtained from eFunds/Chex Systems or other reporting service. Any derogatory result(s) will be cause for denial of Mobile Deposit Capture. You hereby authorize us to review your history with eFunds/Chex Systems or such other reporting service as we may use from time to time.
- Satisfaction of other requirements or conditions we may deem applicable from time to time.

### III. Additional Terms and Conditions Applicable to the Service

**a. Authorization.** Following your successful enrollment in Mobile Deposit Capture, you are authorized to remotely deposit checks or items payable to you in your Account pursuant to the terms and conditions of this Addendum. You acknowledge and agree that any amount credited to your Account for deposits made through the Service are provisional credits only and you agree to indemnify, defend, and hold us harmless from and against any loss we suffer because of our acceptance of any remotely deposited item or check. The foregoing indemnification and hold harmless obligations are in addition to, and not in limitation of, the indemnification and hold harmless obligations set forth in the Agreement.

**b. Limitations.** When using Mobile Deposit Capture, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, Mobile Deposit Capture has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue Mobile Deposit Capture, in whole or in part, or your use of Mobile Deposit Capture, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access Mobile Deposit Capture. Except as expressly provided in this Mobile Deposit Capture Schedule, deposits made through Mobile Deposit Capture are subject to all limitations and terms set forth in the relevant deposit agreement governing your Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

**c. Eligible Checks and Items.** You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”) and only those checks that are permissible under this Mobile Deposit Capture Service Schedule or such other items as we, in our sole discretion, elect to include under the Service. You agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use **Mobile Deposit Capture to scan and deposit any checks or other items as shown below:**

- Checks or items payable to any person or entity other than you, or to you and another party.
- Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items that are postdated, defined as having an issue date after the date of deposit.
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- Checks or items previously presented for payment to us or another financial institution.
- Checks or items marked, in any manner, as “non-negotiable.”
- Third party checks, defined as any item that is made payable to another party and subsequently endorsed to you by such party or any successor payee.
- Checks or items prohibited by our current procedures relating to Mobile Deposit Capture or which are otherwise not acceptable under the terms of your Account.

Nothing in this Mobile Deposit Capture Schedule shall be construed as requiring Bank to accept any check or item for deposit, even if we have accepted that type of check or item previously. Nor shall we be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Mobile Deposit Capture Schedule.

**d. Security of Your Mobile Device and Account Information.** You are responsible for:

i. Maintaining the confidentiality and security of your Mobile Device(s) and Security Credential(s), including but not limited to, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service (collectively, "Access Information").

ii. Preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Security Credential(s) to anyone.

iii. All electronic communications, including image transmissions, email and other data ("Communications") entered using the Security Credential(s). Any Communications received through the use of your Security Credential(s) will be deemed to be sent or authorized by you.

You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Security Credential(s) or your Mobile Device(s). We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Security Credential(s) or your Mobile Device(s) has/have occurred.

**e. Image Quality.** The image of a check or item transmitted to Bank using Mobile Deposit Capture must be legible and accurately provide all information on the front and back of the check or item. Among other things, the following information must be provided on each item or check: (i) the information identifying the drawer and paying bank, including completed and accurate MICR information and maker's signature; and (ii) other information placed on the check or item prior to the time an image of the check or item is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute (ANSI), or any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check's or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

**f. Endorsements and Procedures.** Before transmission, you agree to restrictively indorse any check or item transmitted through Mobile Deposit Capture as "For deposit only, IBERIABANK" along with your signature or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of Mobile Deposit Capture as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through Mobile Deposit Capture.

**g. Receipt of Checks and Items; Crediting.** We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Mobile Deposit Capture Service Schedule or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item. As provided in the relevant deposit agreement governing your Account and subject to Bank's Funds Availability Schedule, deposits received and accepted before a particular time of the day (the "Cutoff Time") on a Business Day are credited on the same day and deposits received and accepted after the Cutoff Time on a Business Day are credited on the next Business Day. Bank may establish later Cutoff Times for checks and items deposited via Mobile Deposit Capture, crediting your Account for such checks and items even if received and accepted after the applicable Cutoff Time specified in the relevant deposit account agreement governing your Account. In the event that we establish later Cutoff Times for checks and items deposited via Mobile Deposit Capture, we reserve the right to change the Cutoff Times at any time as

permitted by law. Regardless of whether we establish later Cutoff Times for checks and items deposited via Mobile Deposit Capture, you understand and agree that checks and items must be received and accepted by us before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting.

**h. Availability of Funds.** You agree that check images transmitted using Mobile Deposit Capture are not subject to the funds availability requirements of Regulation CC. Except as otherwise provided and subject to the requirements of applicable law, funds from any check transmitted through the Mobile Deposit Capture will be available after final payment, and any credit of funds to your Account before that time is provisional. We may make fund available sooner based factors as we, in our sole discretion, deem relevant. In the event of any dishonor or non-payment, we reserve the right to chargeback your Account and charge you any applicable fees.

**i. Disposal of Transmitted Checks and Items.** After a check or item has posted to your Account, you agree to prominently mark the check or item as “ELECTRONICALLY PRESENTED” or “VOID.” You agree never to re-present to us or any other party a check or item that has been deposited through Mobile Deposit Capture unless we notify you that the check or item will be accepted for deposit through Mobile Deposit Capture. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for our audit purposes. You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through Mobile Deposit Capture and have cleared to ensure that such checks and items are not re-presented for payment and, prior to disposal or destruction, to safeguard such checks and items.

**j. Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using Mobile Deposit Capture and to modify such limits from time to time. We may reject any deposit attempted through Mobile Deposit Capture in excess of the limits. You can view your limits within the Service.

**k. Presentment.** The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall be in Bank’s sole discretion as set forth in the relevant deposit account agreement governing your Account.

**l. Errors.** Should you suspect any errors regarding checks or items deposited through Mobile Deposit Capture, you agree to notify us immediately, but in any event, no later than sixty (60) days from the mailing date of the first statement that contains the suspected error. The terms of the Deposit Account Agreement regarding your responsibility to timely review statements and transaction histories and to report errors and discrepancies remains in full force and effect and apply to transactions made through Mobile Deposit Capture. You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction and resolution of any errors or problems related to your use of Mobile Deposit Capture.

**m. Promises You Make to Us.** With respect to your use of Mobile Deposit Capture, you warrant to Bank that:

i. You will only transmit eligible checks and items that you are entitled to enforce and all checks and items will include all signatures required for their negotiation.

ii. Images will meet the image quality standards in effect from time to time as set forth in this Mobile Deposit Capture Service Schedule.

iii. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.

iv. You will not deposit or re-present the original check or item with Bank or any other party.



v. All information you provide to Bank is accurate and true, including all images transmitted to us accurately reflect the front and back of the check or item at the time it was scanned.

vi. You will comply with this Mobile Deposit Capture Service Schedule and all applicable rules, laws and regulations.

vii. You will use Mobile Deposit Capture only for your own deposits and will not allow the use of Mobile Deposit Capture by, or for the benefit of, any third party.

viii. You will not use Mobile Deposit Capture in locations or in ways that are prohibited under U.S. law and regulations, including, but not limited to laws and regulations pertaining to or issued by the Office of Foreign Assets Control.

## **BANK-TO-BANK TRANSFER SERVICE SCHEDULE**

### **I. Introduction**

This Bank-to-Bank Transfer Service Schedule is a Service Schedule under the Online Service Agreement (the "Agreement") and sets forth additional terms and conditions applicable to your use of the Bank-to-Bank Transfer Service available through Online Banking and Mobile Banking ("Bank-to-Bank Transfer Service"). Any conflict between this Bank-to-Bank Transfer Service Schedule and the Agreement shall be resolved by reference to this Bank-to-Bank Transfer Service Schedule.

Capitalized terms not defined in this Bank-to-Bank Transfer Service Schedule have the meanings set forth in the Agreement.

### **II. Description of Services; General Provisions**

**a. Description of Services.** Bank-to-Bank Transfer Service is a service that allows you to transfer funds between your linked consumer deposit accounts at Bank and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at Bank. An outbound transfer moves funds from an account at Bank to an account outside of Bank.

**b. Access.** Within Online Banking you may separately enroll for Bank-to-Bank Transfer Services. To utilize the Bank-to-Bank Transfer Service, you must enroll each of your non-Bank accounts (i.e., deposit accounts with other financial institutions) that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of the Bank-to-Bank Transfer Service will be verified in accordance with Bank procedures. The verification process must be completed prior to using the Service. You will have ten (10) days after enrolling an account to complete the verification process. Verification instructions are provided during the enrollment process.

### **III. Additional Terms and Conditions Applicable to the Service**

**a. Scheduled Date of Transfer.** Funds requested to be transferred will be debited/credited to your Account the third (3rd) Business Day following the day you initiate the transfer, provided you have met the cutoff time for submitting the transfer instructions. With respect to future dated or recurring transfers, these time limits will be the third (3rd) Business Day following the scheduled date of the transfer. The cutoff time for initiating transfers is 4:30 PM Central Time. Funds requested to be transferred will be debited/credited to the non-Bank account according to that particular financial institution's availability and transaction processing schedule.

**b. Cancellation of Transfers.** Requests for immediate transfers of funds cannot be canceled. Future dated and recurring transfers can be canceled by 4:30 PM Central Time the day prior to the scheduled transfer date. If the transfer status is listed as "In Process," "Pending," or "Processed," you cannot cancel the transfer.

**c. Limits on Transfers.** We reserve the right to impose limits on the amount(s) and/or the number of deposits (over a period of time set by us) that you transmit using this Service and to modify such



limits from time to time. We may reject any Transfer attempted through the Bank-to-Bank Transfer Service in excess of the limits. You can view your limits within the Bank-to-Bank Transfer Service.

## ESTATEMENT/ENOTICE SERVICE SCHEDULE

### I. Introduction

This eStatement/eNotice Service Schedule is a Service Schedule under the Online Service Agreement (the "Agreement") and sets forth additional terms and conditions applicable to the eStatement/eNotice Service that allows you to receive Bank statements and notices electronically (via email) in lieu of paper copies received through the U.S. mail (the "eStatement/eNotice Service"). Any conflict between this eStatement/eNotice Service Schedule and the Agreement shall be resolved by reference to this eStatement/eNotice Service Schedule.

Capitalized terms not defined in this eStatement/eNotice Service Schedule have the meanings set forth in

### II. Description of Services; General Provisions

**a. Description of Services.** The eStatement/eNotice Service is a service that allows you to receive periodic statements and notices for your Bank account(s) by electronic delivery (email). Such electronic statements and notices are referred to as "eDocuments." By enrolling in the eStatement/eNotice Service, you are electing to receive your periodic account statements and notices electronically. Once enrolled, the eStatement/eNotice Service will replace your mailed paper statement(s) with an electronic text document that you can view, save to your computer, or print at your convenience. Any legal disclosures that normally accompany your mailed statement will also be delivered to you electronically. Although by enrolling in the Service you are opting out from receiving your paper statement(s) or notice(s) by U.S. mail, you have the option to receive a paper statement or notice at any time by request, subject to additional fees.

**b. Access.** You must be an Online Banking customer to enroll for eDocuments and have at least one eligible Account. You must also run the latest version of Adobe Acrobat Reader®, which is required to open and view your eDocuments.

### III. Additional Terms and Conditions Applicable to the Service

**a. Viewing Your eDocuments.** Your eDocuments will be sent via secure email within 48 hours after your scheduled statement/notice date. The delivery method used is a 'Push' method, meaning your eDocuments are emailed to you as a secure .pdf (Portable Document Format) attachment. Your eDocuments are also available for viewing by logging onto Online Banking.

**b. Security Credentials.** Your Online ID and Password are your credentials to access your eDocuments via the PDF attachment received via email or by logging onto Online Banking. We require both sets of credentials to gain access to your eDocuments. No one representing Bank will ask for your Password. You should never give your Password to anyone who asks for it in an email or by phone or anyone else who you do not want to have access to your account.

**c. Additional Recipients.** You have the option to have your eDocuments emailed to one additional recipient. It is your responsibility to maintain the ID, Password, and email addresses for the additional recipient.

**d. Up to Date Email Address.** If you change your email address and have not updated it with us, you agree that your failure to provide us with a good email address is lack of ordinary care on your part. If we become aware that you are not receiving your eStatement(s) and our attempts to contact you have failed, we will send your statement(s) to you via U.S. Mail to your last address known to us.

**e. Review of Your eStatements.** You must promptly access and review your eStatement(s) upon receipt and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. You acknowledge that under the agreement(s) governing the Account(s) enrolled in the eStatement/eNotice Service, you have

certain time limits to review your periodic account statement(s), which by the terms of this eStatement/eNotice Service Schedule means your eStatements and check images and to report any forgeries, alterations, or any other unauthorized withdrawals or transactions to us. You agree that the time limit to report these matters to Bank will commence on the day your eStatement is emailed by us, or if sooner, when your eStatement is made available for your review via Online Banking.

**f. Your Representations and Warranties.** In using the Service, you represent and warrant to Bank:

- That you are an Online Banking customer of the bank and that your computer meets the specified requirements;
- That you have access to the internet, and that you are able to send e-mail and receive e-mail with hyperlinks to websites;
- That you authorize the bank to replace your periodic paper statements with periodic eStatements;
- That you are consenting on behalf of all other co-owners and/or authorized signers to enroll the accounts you have selected in the Service, as applicable, and that you are authorized to consent on their behalf; and
- For business entities, that you are the principal owner/owners of the business that is the owner of the account that is being enrolled for the Service.

**g. Past Statements.** The prior 18 months of eStatement(s) and past 6 months of eNotice(s) will be available through the Service for printing or saving to your personal computer.

**h. Check Images** Your check images are included with the eStatement. You also have the option to view your check images for 90 days (if applicable to your specific account type) using the online banking transaction option.

**i. Disruptions in Service.** Because of the unpredictability of the Internet, we do not guarantee continuous or uninterrupted access to your periodic statements and other documents through the eStatement/eNotice Service. However, should you be unable to access your statements, you can contact us and we will take other measures to provide copies of your statements to you.

**j. Cancellation of Service.** There is no fee for cancellation of the eStatement/eNotice Service. When you cancel the Service, you will automatically begin receiving paper statements in the mail with your next account statement cycle. If you close your account(s) or cancel the Service, you will no longer be able to view your account statements online. Before canceling the eStatement/eNotice Service or closing your account, print or electronically save copies of your eDocuments for your records. If you cancel the eStatement/eNotice Service, we will not refund any portion of any fee assessed or incurred prior to the actual cancellation of the eStatement/eNotice Service.

## FDIC DEPOSIT INSURANCE COVERAGE

On March 23, 2018, Gibraltar Private Bank & Trust will merge with and into IBERIABANK pending regulatory approvals and customary closing conditions. As a result of this transaction, your total deposits could exceed the FDIC Deposit Insurance Coverage limit of \$250,000 per depositor, per insured bank, for each account ownership category.

Your deposits with Gibraltar Private Bank & Trust are separately insured from deposits at IBERIABANK for a period of six months after the legal merger of the two companies. This grace period will give you the opportunity to restructure your accounts, if necessary.

For example, you may have \$250,000 in a savings account in your name only with Gibraltar Private Bank & Trust and \$250,000 in a savings account in your name only with IBERIABANK. Your deposits will total \$500,000 per depositor, per insured bank, in one ownership category; resulting in \$250,000 of your deposits not being covered by FDIC insurance after the six-month grace period.

Certificates of Deposit (CDs) from Gibraltar Private Bank & Trust are separately insured until the earliest maturity date after the end of the six-month grace period. CDs that mature during the six-month period and are renewed for the same term and in the same dollar amount, either with or without accrued interest, continue to be separately insured until the first maturity date after the six-month period. If a CD matures during the six-month grace period and is renewed on any other basis, it would be separately insured only until the end of the six-month grace period.

You may qualify for more coverage if you have funds in different ownership categories, and all FDIC requirements are met. For more information on FDIC Insurance coverage, go to [www.FDIC.gov/deposit/deposits](http://www.FDIC.gov/deposit/deposits) or call toll-free (877) ASK-FDIC.

The chart on the following page shows standard insurance amounts for FDIC account ownership categories. All deposits that an accountholder has in the same ownership category at the same bank are added together and insured up to the standard insurance amount. FDIC insurance covers all deposit accounts, including checking and savings accounts, money market deposit accounts and CDs. FDIC insurance does not cover other financial products and services that you may have, such as stocks, bonds, mutual fund shares, life insurance policies, annuities or securities.

FDIC Deposit Insurance Coverage limits by account ownership category	
<b>Single Accounts</b> owned by one person	\$250,000 per owner
<b>Joint Accounts</b> owned by two or more persons	\$250,000 per co-owner
<b>Certain Retirement Accounts</b> include IRAs	\$250,000 per owner
<b>Revocable Trust Accounts</b>	\$250,000 per owner per beneficiary up to 5 beneficiaries (more coverage available with 6 or more beneficiaries subject to specific limitations and requirements)
<b>Corporation, Partnership, and Unincorporated Association Accounts</b>	\$250,000 per corporation, partnership or incorporated association
<b>Irrevocable Trust Accounts</b>	\$250,000 for the non-contingent, ascertainable interest of each beneficiary
<b>Employee Benefit Plan Accounts</b>	\$250,000 for the non-contingent, ascertainable interest of each plan participant
<b>Government Accounts</b>	\$250,000 per official custodian



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