#### ONLINE BANKING AND MOBILE BANKING SERVICE AGREEMENT & DISCLOSURE

The first time you access your accounts through Online Banking, you agree to be bound by the terms and conditions of this Online Banking Agreement ("Agreement") and acknowledge its receipt and your understanding of its terms.

# **Introduction**

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at INVESTAR BANK ("Institution", "we", "us" and "our") via our Online Banking site(s) ("Online Banking"). As used in this Agreement, the terms "you" and "your" refer to each person enrolling in Online Banking.

# **Benefits of Online Banking**

Through Online Banking you can manage eligible accounts from your home or office computer or internet enabled mobile device. Online Banking can be used to conduct any of the following "On-line Financial Services" to:

- A. Receive and download balance and transaction information for INVESTAR BANK accounts
- B. Transfer funds between any authorized Deposit Accounts, such as checking, savings or money market deposit accounts
- C. Export account information into a formatted file. This file will be downloaded onto your computer where it will be available for import into a personal financial management software program
- D. Initiate a stop payment on a check
- E. Receive your monthly statements online
- F. Apply for products and services
- G. Pay bills electronically from a Deposit Account that is a checking account with unlimited check-writing privileges
- H. Receive e-mail from and transmit e-mail to us, all as described in this Agreement.

INVESTAR BANK may, from time to time, introduce new On-line Financial Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

#### Links

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

# Copyright/Trademarks

You acknowledge and agree that all Content on our website is the copyrighted work of INVESTAR BANK or third party content suppliers, and is protected by US and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all content is also the exclusive property of INVESTAR BANK and is protected by US and international copyright laws. If you download anything on this Web Site, you must keep all copyright and other notices intact. You may not modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, or other content obtained from this Web Site without the prior written authorization of INVESTAR BANK or the third party suppliers. You acknowledge that www.investarbank.com, the INVESTAR BANK logo and INVESTARBANK.com logo, all page headers, custom graphics, and button icons are service marks and/or trademarks of INVESTAR BANK or its third party providers, and that all other trademarks, product names, company names or logos on the Web Site are the property of their respective owners.

#### Your Use of INVESTAR BANK online Banking

In consideration of your use of online banking, you agree to provide true, accurate and current information about yourself as prompted by the registration and application forms on this Web Site. If any information you provide is untrue, inaccurate or not current, or if INVESTAR BANK has reasonable grounds to suspect that such information is untrue, inaccurate or not current, INVESTAR BANK, at its sole discretion, has the right to suspend or terminate your use of online banking and refuse all current or future access to the content and use of the Online Banking Service or suspend any portion thereof. Further, you agree that INVESTAR BANK will not be liable to you or any third party if INVESTAR BANK terminates your access to the Online Banking Service or content for any reason.

You, the Account Owner, of any account being added to an existing Online Banking Profile, understand that any Authorized User that is designated shall have access to your account(s) and related information via their online banking profile, but shall not become an authorized signer on your account(s).

You may authorize one or more Authorized User(s) online access to all your current and future accounts and information housed, or in any way accessible, on our internet banking system.

You understand that your Authorized User(s) shall have the ability to perform the following functions:

- (a) Withdraw funds from your account(s);
- (b) View account balances and transaction histories;
- (c) Transfer funds between your accounts;
- (d) Set up recurring transfers between accounts;
- (e) Download account transactions;
- (f) Activate Bill Pay services (which allows: automatic bill payments to most merchants, individuals and institutions; establishment of recurring payments; and review of/download payment schedules).

The Authorized User(s) will also have access to any other feature of service available now or in the future through our Online Banking services.

You are responsible for all actions that your Authorized User(s) makes regarding your account(s). You acknowledge and agree that we may act on the directions we receive from your Authorized User(s) without incurring any liability to you or your account(s). You hereby agree to release, protect, defend, indemnify, save and hold harmless us, our subsidiaries and affiliates, from any and all respective proceedings, orders, decrees and judgments of any kind or nature whatsoever, against us and against and from any and all costs, damages and expenses (including, but not limited to: attorney's fees, legal expenses and courts costs at all levels)incurred by us arising from or otherwise resulting from or occasioned by, in whole or in part, your Authorized User's online access to your account(s) or your Authorized User's directions to us. In entering into this Agreement, you represent and warrant to us that you are the true and lawful owner of all account(s) subject to the authorizations being provided, and that you are individually vested with all necessary rights, authority and competencies with respect to the matters contemplated herein, including without limitation, providing the indemnification(s) and release(s) contained herein. You understand and acknowledge that you are responsible for any and all activity on the account(s) made by an Authorized User(s). If you are unsure as to the contents of this document, including indemnification(s) and release(s) being granted, you should consult competent legal counsel.

#### **Mobile Banking Service**

Terms and Definitions - The following terms and definitions apply with respect to the Mobile Banking Service: "License" means a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license to download, install and use the Mobile Banking Service software on a Wireless Device within the United States and its territories.

- A. General Description of Service Subject to the terms and conditions of this Agreement, the Mobile Banking Service allows you to use a Wireless Device to access available Account information, to make payments to eligible payees, and to perform other online banking transactions. In order to use the Mobile Banking Service, you must first enrolling, and maintain enrollment in, the Online Banking Service, and you must follow our instructions for enrolling and activating your Wireless Device. You also may be required to accept or to acknowledge other terms, provisions, or conditions in order to use certain features or functionality of the Mobile Banking Service. Such terms, provisions, and conditions constitute a part of the Mobile Banking Service Agreement.
- B. Agreement Cancellation of your enrollment in our Online Banking Service may result in the cancellation of the Mobile Banking Service.
- C. Use of the Mobile Banking Service When you enroll in our Mobile Banking Service, designated available Accounts and eligible payees and funds transferees linked to your Account(s) through the use of online banking will be accessible through the Mobile Banking Service. Mobile Banking Service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking Service before you actually do so, and then that you always use Mobile Banking Service in accordance with the instructions we provide. You also accept responsibility for making sure that you know how to properly use your Wireless Device and Mobile Banking Service software. We may change or upgrade Mobile Banking Service from time to time. In the event of such changes or upgrades, you are responsible for making sure you understand how to use Mobile Banking Service as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service on your Wireless Device. We reserve the right to modify the scope of Mobile Banking Service at any time. We reserve the right to refuse to execute any transaction you request through Mobile Banking Service. You agree and understand that Mobile Banking Service may not be accessible or may have limited utility over some mobile networks; such as while a device is roaming.
- D. Relationship to Other Agreements. You agree that when you use the Mobile Banking Service you remain bound by the terms and conditions of all your existing agreements with us (including, but not limited to, the terms and provisions applicable to each Service that may be accessible through the Mobile Banking Service) and that the terms of the Mobile Banking Service do not amend or supersede any of those agreements, except as otherwise expressly provided by the terms

of the Mobile Banking Service. Any agreement you may have with our affiliates and/or any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, also remains in full force and effect. You understand that other agreements you may have with us, our affiliates, and/or any unaffiliated service providers may provide for fees, limitations, and restrictions which might impact your use of the Mobile Banking Service (for example, your mobile service carrier or provider may impose data usage or text message service charges for your use of or interaction with Mobile Banking Service, including while downloading Mobile Banking Service software, receiving or sending Service text messages, or other use of your Wireless Device when using Mobile Banking Service software or other products and services provided through Mobile Banking Service), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service carrier or provider is solely responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with such carrier or provider without involving us. You also agree that if you have any problems with the Mobile Banking Service, you will contact us directly.

- E. Software License Agreement Subject to your compliance with the terms of the Mobile Banking Service and the terms of this Agreement, you are hereby granted the License. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Mobile Banking Service software to that new or different Wireless Device. The License shall be deemed revoked immediately upon (i) termination of the Mobile Banking Service, (ii) termination of the Online Banking Service, (iii) your deletion of the Mobile Banking Service software from your Wireless Device, or (iv) notice to you at any time, with or without cause. In the event the License is revoked for any of the foregoing reasons, you agree to promptly delete the Mobile Banking Service software from your Wireless Device. In the event of revocation of the License, your obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.
- F. Additional Usage Obligations. When you use the Mobile Banking Service to access your Accounts, you agree to the following terms (which terms shall survive any revocation of the License):
- (a) Account Ownership/Accurate Information. You represent that you are the legal owner of Accounts and other financial information which may be accessed through the Mobile Banking Service. You represent and agree that all information you provide to us in connection with Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- (b) Proprietary Rights. You are permitted to use content delivered to you through the Mobile Banking Service only in connection with your proper use of Mobile Banking Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Service technology, including, but not limited to, any Service software or other mobile phone applications associated with Mobile Banking Service. (c) User Conduct. You agree not to use the Mobile Banking Service or the content or information delivered through Mobile Banking Service 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, including any rights in Mobile Banking Service software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking Service 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) Mobile Banking Service 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 Service, (ix) interfere with or disrupt the use of Mobile Banking Service by any other user, or (x) result in unauthorized entry or access to the computer systems of others. (d) No Commercial Use or Re-Sale. You agree that the Mobile Banking Service is for personal use only. You agree not to resell or make commercial use of Mobile Banking Service.
- (e) *Exercise of Caution*. You agree to exercise caution when utilizing the Mobile Banking Service application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.
- (f) *Indemnification*. Without limiting any of your other obligations to us under this Agreement, you agree to protect and fully compensate us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Mobile Banking Service, your violation of any of the terms of the Mobile Banking Service or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.
- G. Mobile Banking Service Limitations.

- (a) Loss of Data. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the Mobile Banking Service. These difficulties may result in loss of data, personalization settings or other Service interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking Service.
- (b) *Operational Availability*. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access the Mobile Banking Service.
- (c) *Errors and Delays*. Financial information obtained through the Mobile Banking Service (including, without limitation, any text message alerts) reflects the most recent account information available through Mobile Banking Service and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features, functions, and services available through other Services or at our Online Banking Service website may not be available using the Mobile Banking Service.
- (d) *Non-supported Carriers and Devices*. The Mobile Banking Service may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported as Wireless Devices in connection with Mobile Banking Service. You are responsible for periodically referring to our website to determine currently supported mobile service providers, carriers, and Wireless Devices and for ensuring that you satisfy all technical requirements for using Mobile Banking Service.

# **Mobile Deposit Service**

The Mobile Deposit Service allows you to deposit of a check or Substitute Check (each an "item") to your eligible Accounts by capturing an electronic image of the item with a capture device (such as a camera) on your Mobile Device and submitting images and associated information to us for processing. All terms and conditions of the Mobile Banking Service provided above apply to the Mobile Deposit Service.

A. Eligible Items - You agree:

- (a) To deposit only images that originated as paper checks, and no third-party (Items payable to any person or entity other than you) or electronic checks may be deposited using the Mobile Deposit Service;
- (b)To implement and maintain security measures, including firewall protection, in compliance with your obligations under these Terms;
- (c)To keep your email address updated within Online Banking;
- (d)To properly endorse all items before using the Mobile Deposit Service;
- (e)Not to deposit items into your account unless you have authority to do so;
- (f)After you submit an item for deposit using the Mobile Deposit Service you will not redeposit otherwise transfer or negotiate the original item;
- (g) After you submit an item for deposit you are solely responsible for the storage or destruction of the original item as further provided below;
- (h)The electronic image of the item will become the legal representation of the item for all purposes;
- (i)Any image we receive accurately and legibly represents all of the information on the front and back sides of the original item as originally drawn; and
- (j)To promptly provide us with a written notice of any claim you receive regarding the Mobile Deposit Service.
- B. Restrictions and Limitations You agree not to use the Mobile Deposit Service to deposit any of the following Items:
- (a)Items payable to any person or entity other than you (third-party checks);
- (b) Items drawn on a financial institution located outside the United States;
- (c)Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent; or
- (d)Items prohibited by our current procedures relating to the Mobile Deposit Service or which are otherwise not acceptable under the terms of your applicable checking, savings, or money market account and related agreements with us.
- C. Contact Investar Bank will notify you when necessary via the email address that you provided within Online Banking. You agree that this email address is up to date and a valid email address at which we may contact you. You may change this email address by logging into your Online Banking. We will notify you by email after a deposit has been received, approved, and/or declined. We may also contact you by this email address if necessary to resolve any deposit disputes.
- D. Image Quality The image of an item transmitted using the Mobile Deposit Service must be legible and clear. It must not be altered. It must capture all pertinent information from the front and back of the item. Image quality must comply

with industry requirements established and updated by the American National Standard Institute (ANSI), Federal Reserve Board and any other regulatory agency. You authorize us to convert items to Image Replacement Documents (IRDs) or transmit them as an image. If the electronic files and/or images transmitted to us with respect to any item do not comply with our requirements for content and/or format, we may, in our sole discretion:

- (a) Further transmit the item and data in the form received from you;
- (b)Repair or attempt to repair the item or data and then further transmit it;
- (c)Process the item as photocopies in lieu of originals; or
- (d)Return the data and item to you unprocessed and charge back your account.
- E. Endorsement You agree to properly endorse all items captured and submitted using the Mobile Deposit Service. This endorsement should include a signature (s) from the named payee(s). It is also suggested that you write "For Investar Bank Mobile Deposit Only." This notation will help prevent a duplicate deposit being made.
- F. Processing Time and Availability of Funds We may return or refuse to accept all or any part of a deposit to your account using Mobile Deposit Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned. Images of items transmitted by you are not considered received by us until you receive an electronic confirmation of the receipt of the deposit from us. Receipt of the confirmation from us does not mean that the transmission was error-free or complete. You may still receive a declined deposit email if the deposit is outside our guidelines. Items submitted before 3:00 p.m. CT on a Business Day, will be made available the next Business Day (subject to Funs Availability Policy). Items submitted after 3:00 p.m. CT or on a non-Business Day, will be made available in two Business Days (subject to Funs Availability Policy). Once items have been approved through the Mobile Deposit Service, they are subject to our Funds Availability Policy.
- G. Disposal of Transmitted Items You are responsible for retaining each original item in a safe and secure environment in accordance with applicable laws as in effect from time to time. You will store the original items and take appropriate measures to ensure they are not deposited a second time. After receipt of a confirmation from us that the image of the item has been received and approved, you agree to mark the item as "VOID" and properly dispose of it to ensure it is not presented for deposit again.
- H. Restrictions and Limitations You agree your deposits using the Mobile Deposit Service will not exceed the limitations, as se fourth at www.investarbank.com, and may be changed from time to time.
- I. Minimum Hardware and Software Requirements In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software-including but not limited to an Internet connection J. Eligibility and Termination You must meet the eligibility requirements, as se fourth at www.investarbank.com, in order to use the Mobile Deposit Service, and may be changed from time to time. We have the right to suspend or terminate all Mobile Deposit Service at any time if you or your accounts(s) do not meet our eligibility requirements or if you are in violation of the terms of the Mobile Deposit Service, the Online Banking Agreement, or our Account Agreement. We may also terminate the Mobile Deposit Service in the event your wireless service terminates or lapses. K. Errors You agree to promptly review each account statement and notify us of any errors. All deposits made through the Mobile Deposit Service will be deemed to be correct, unless you notify us of any errors to your deposits. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
- L. Changes We reserve the right to change the Mobile Deposit Service at any time without notice to you. We reserve the right to change the fee structure for this Service at any time. We reserve the right to deny, suspend or revoke access to the Mobile Deposit Service immediately, in whole or in part, in our sole discretion, without notice, if we believe you are in breach of this Agreement or another agreement related to your Account with us, or are otherwise using or accessing the Mobile Deposit Services inconsistently with the terms and conditions of this Agreement. Further, we have the right to suspend the Mobile Deposit Service immediately in the event of an emergency or in the event of acts or circumstances beyond our control. Any termination will not affect any obligations arising prior to termination, such as the obligation to process any items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns prior to termination.

The Mobile Deposit Service is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. The Mobile Deposit Service may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to the Mobile Deposit Service and you agree that neither we nor our service providers will be liable for any errors or delays found within the Mobile Banking Service, or for any actions taken in reliance thereon.

You agree to indemnify, defend and hold us harmless from and against any claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Deposit Service. This obligation survives termination of the Agreement.

# Password; Confidentiality of Password

All INVESTAR BANK online banking transactions or inquiries must be initiated by use of your INVESTAR BANK online banking password. You will be able to create your Access ID and password after you have agreed to these terms. The first time you sign onto INVESTAR BANK online banking, you will be required to enter your password. You may change your password from time to time. It is recommended that you do not use your social security number, birthday, name, or other codes that may be easy for others to determine as your password. No Bank employee will ever ask for your password, nor should you provide it to anyone unless you intend to allow that person access to your accounts. YOU AGREE TO KEEP YOUR PASSWORD CONFIDENTIAL. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH INVESTAR BANK ONLINE BANKING. You agree that any INVESTAR BANK online transaction or request initiated by use of the password will be subject to and governed by this Agreement.

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

If you believe that the confidentiality of your password has been compromised, you agree to notify INVESTAR BANK immediately and you agree to change your password. If a third party should gain access to your password, you alone are responsible for changing the password so as to deny the third party's access to your banking information. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your password through no fault of the Bank, except as permitted by law.

You should always exit INVESTAR BANK online after you finish viewing your accounts. Never leave your computer unattended while accessing INVESTAR BANK online. If you should, a third party may be able to access your accounts from your terminal, without ever needing to use your password and you would be responsible for that activity. If a password and user name combination has not been used in 120 days or more it will automatically be purged from the system. For consumer users, this action will purge all portfolio information linked to the social security number.

### **Business Davs**

Business days for the Bank and for INVESTAR BANK online are Monday through Friday, excluding Federal Holidays. You may access the accounts through INVESTAR BANK online 24 hours a day, seven days a week, except that INVESTAR BANK may perform regular maintenance on our systems or equipment, which may result in errors or interrupted service. We may also find it necessary to occasionally change the scope of our services. INVESTAR BANK cannot guarantee that we will be able to provide notice of such interruptions and changes, although we will attempt to provide such notice.

#### **Transfers to and from Accounts**

A. Deposit Accounts. You may use INVESTAR BANK Online Banking to initiate electronic fund transfers from one Account that is a checking, savings, money market or loan account to any other Account that is a checking, savings, money market or loan account, as provided in this Agreement. These types of transactions are referred to in this Agreement as "bank transfers". You will provide a list of deposit accounts that may be used for bank transfers during the Online Banking setup process.

- B. Authorization. You expressly authorize us to debit the appropriate Account in the amount of any bank transfer initiated through INVESTAR BANK online banking by you or by any other person who is authorized to use your password. You agree that we may treat any such bank transfer from an Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to an Account the same as a deposit, all in accordance with the terms of this Agreement and your deposit agreement(s) with us.
- C. Limitations. Your ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from Accounts that are savings or money market deposit accounts are limited as required by federal regulation. You agree that we may, without notice or other obligation to you, refuse to make any bank transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreement with us.
- D. Time of bank transfers; posting; funds availability. If you initiate an **internal** bank transfer (Investar to Investar and owned by the same Tax ID number or Social Security Number) of available funds on or before six (6) p.m. Central

Standard Time ("Central") on a business day, the bank transfer will be posted to the Account on the same business day. If you initiate an **internal** bank transfer other than before six (6) p.m. Central on a business day, the bank transfer will be posted on the next business day. Transferred funds will be available for withdrawal on the business day the bank transfer is posted to the Account. If you initiate an **external** bank transfer (Investar Bank to/from an outside Finiancial Institution) of available funds on or before four (4) p.m. Central Standard Time ("Central") on a business day, the bank transfer will be posted to the Account on the next business day. If you initiate an **external** bank transfer other than before four (4) p.m. Central on a business day, the bank transfer will be posted in two business days. Transferred funds will be available for withdrawal on the business day the bank transfer is posted to the Account.

- E. Except as expressly otherwise provided in this Section, transferred funds will be available for transfer and withdrawal as provided in our Schedule of Funds Availability (the "Schedule of Funds Availability").
- F. Documentation. You will get a monthly account statement from us. The statement will be presented via your INVESTAR BANK online Banking account and will combine all authorized accounts. The statement will list all transactions generated via Online Banking and manually written.

# **Account Information**

You may use INVESTAR BANK online banking to receive, download, and store or print information regarding an account that is routinely set forth in the statement for the Account, debits and credits made to the account, amounts and item numbers for items drawn on the account (if applicable), and the daily account balance (including interest credited to a Deposit Account and finance charges accrued on a Credit Account). All account information provided via INVESTAR BANK online banking will be current. Because the information made available to you is "raw data" furnished through the service provider and is subject to change, we cannot assure you of the accuracy or completeness of the information and expressly disclaim the same. You will still receive your usual periodic statement of account, and adjustments may have been made to your account in connection with the preparation of your statement.

# **Bill Payment Service**

- A. Payment Accounts. If you have enrolled in the optional bill payment service, you may use INVESTAR BANK online banking to initiate payments from any Deposit Account that is a checking account with unlimited check-writing privileges (a "Payment Account") to pay obligations owed to certain third parties in the United States, including, without limitation, any INVESTAR BANK mortgage, installment loan, credit card or line of credit account. These types of transactions are referred to in this Agreement as "bill payments". You may initiate individual bill payments and may pre-authorize recurring bill payments. You must designate the account used to process bill payment debits and any applicable fees. B. Authorization. You agree that we may treat any bill payment that was initiated through INVESTAR BANK online banking by you or by any other person who is authorized to use your password the same as your duly executed written payment order or check, all in accordance with the terms of this Agreement and your deposit agreement with us. C. Time of bill payments. Each bill payment must be initiated a certain number of business days before the business day that you want the bill payment to be made (the "Payment Date"). This number of business day is referred to as the "lead time". The lead time for the payee will be approximately 3 - 4 business days for electronic payments and approximately 5 business days by check. A bill may be paid as quickly as 48 hours from the receipt of your request. You should schedule each bill payment to be made prior to the due date of the bill payment. If you do not schedule a bill payment on time or if you do not otherwise initiate a bill payment properly, you will be solely responsible for any late charges, finances charges, or other costs resulting from failure to make the bill payment on time. You will be solely responsible for all inputting
- D. Checks. If the payee cannot or will not accept a bill payment by electronic fund, a check will be generated and submitted to the payee. Although the check will not be signed by you, you agree that any check issued in this manner to make a bill payment initiated in accordance with this Section will be deemed authorized and may be paid by the Bank from the Payment Account.
- E. Returned or rejected bill payments. If a bill payment is returned or rejected, whether by the Bank, the service Provider or any third party (including, without limitation, an intermediary bank or the payee's bank), then either the Bank or the service Provider will notify you and you will be solely responsible for re-initiating the bill payment. You agree to furnish to the Bank and/or the service Provider such information as it may request to resolve any error or inquiry arising out of your initiation of any bill payment(s).
- F. Cancellation or stop payment of bill payments; revocation of authorization. You may review, change or cancel bill payments online without an additional charge while the bill payment request is in the "Pending Payments" screen. Once the transaction is completed, it is moved from the "Pending Payments" screen to the "Bill Payment History" screen and cannot be cancelled or changed. If a check has been issued to the payee and the check has not cleared, you may request a stop payment order. A charge of \$30.00 will be assessed to process that order. You may call the Bank to request the stop

payment but we will also require you to put your request in writing and deliver it to us no later than fourteen (14) days after you call. Except as expressly otherwise provided in this Section, stop payment orders will be subject to the applicable provisions of the Deposit Account Agreement that you signed when opening your Deposit Account at INVESTAR BANK; you may not stop payment of any type of online transfer other than a bill payment. You may revoke your authorization for future recurring bill payments by deleting the bill payment instructions, as provided in the online bill pay system, by notifying the Bank, or by canceling the bill payment service.

G. Inconsistent name and number appearing in a bill payment order. If a bill payment initiated by you describes the intended recipient of funds inconsistently by name and account number, you agree that payment by the receiving bank (which may be Investar Bank) may be made on the basis of the account number alone even if that account is not owned by the person named in the bill payment. If a bill payment identifies an intermediary bank or the payee's bank inconsistently by name and identifying number, you agree that we may rely solely on the number as the proper identification of the intermediary bank or the payee's bank even if it identifies a bank different from the bank identified by name. To the extent permitted by applicable law, you acknowledge and agree that your obligation to pay us the amount of the bill payment will not be excused in any circumstance described above and that you will reimburse us for any losses or expenses we incur as a result on our reliance of the identifying number provided in the bill payment.

# For Customers Utilizing the "Bill Payment Service", the Following Fees Will Apply:

See most up to date Fee Schedule found at your nearest Investar Bank branch location.

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

# **Electronic Mail Service**

We also provide e-mail for you to communicate with the Bank. You may ask questions about your account(s) or maintenance and/or problem resolution issues, or to give your comments regarding our products and services. E-mail is not a secure method of communication over the Internet and we recommend that you do not send confidential information by e-mail.

E-mail may not be used to initiate transactions on your account(s). E-mail transmitted by you to us via INVESTAR BANK online banking often will not be delivered to us immediately. If you need to contact us immediately to stop payment, to report an unauthorized use of your password, to report unauthorized access to an account, or for any other reason, you should call us at (866) 604-2006. We will not be responsible for acting on or responding to any e-mail request made via INVESTAR BANK online banking until we actually receive your e-mail message and have a reasonable opportunity to act. You should check your e-mail regularly; we will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that may affect your use of INVESTAR BANK online banking.

#### **Electronic Delivery of Banking Notices**

INVESTAR BANK will deliver all notices allowed under Federal law and regulation (as promulgated by the FDIC, Federal Reserve Bank, FFIEC, or any other body given governing authority over INVESTAR BANK) via e-mail or posted within your online banking system. To that end, you agree to receive all such notices electronically and you agree to provide your current e-mail address to INVESTAR BANK for those purposes.

### **Additional Services**

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

# **Fees and Charges**

Access to the INVESTAR BANK web site is furnished at no charge to the customer. INVESTAR BANK has not instituted a charge for viewing your accounts, or completing transfers to and from your individual accounts. We reserve the right to make such changes but you will be notified in advance of such changes. If this change occurs, you agree to pay monthly Service Fees for your subscription to and use of Online Banking Services. Typically, Service Fees will be assessed each month during the statement cycle of the account(s). However, we reserve the right to require you to pay the service Fee in advance or to pay a deposit to cover such charges. You authorize the Bank to deduct any Online Banking Service Fees from the account you have designated as your Primary Billing Account, which must be an Online Banking Account. You agree to maintain sufficient available balances in your Primary Billing Account for such Service Fees. If you fail to maintain a balance in your Primary Billing Account sufficient to pay the service Fees when due, the Bank may

debit the service Fees from and against any other deposit account you maintain with us, including any such accounts not designated as Online Banking Accounts. If such accounts do not have sufficient available balances, you agree to pay the service Fees immediately without demand. We may change or add Service-related fees upon thirty (30) days prior written or electronic notice to you. You may change your Primary Billing Account by contacting us. In addition to the service Fees noted herein, the service charges and fees provided under other agreements affecting your deposit accounts and other related services will continue to apply. Fees and charges for other services may also apply to Online Banking transactions (including but not limited to fees for processing insufficient funds items and stop payment orders).

# **Rejection of Payment Orders; Overdrafts**

You acknowledge that the Bank or a Service Provider may from time to time, in its sole discretion, reject any bank transfer or bill payment request (any "payment order") or return any bank transfer or bill payment (a) if there are insufficient or unavailable funds in the Deposit Account or the Deposit Account has been closed or is frozen, (b) if the payment order does not conform to the terms of this Agreement or the Software, or (c) if the payment order appears to be a duplicate, but neither the Bank nor a Service Provider is under any obligation to recognize that a payment is a duplicate and you should not rely on the Bank or a Service Provider to do so. If a payment order is rejected or a bank transfer or bill payment is returned, either the Bank or a Service Provider will notify you and you will have the sole obligation to remake the payment order in accordance with the terms of this Agreement and the Software. The Bank or a Service Provider will make two attempts to present the bill payment request in the event that there are insufficient or unavailable funds in the Deposit Account. The Bank or a Service Provider may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer or bill payment even though an overdraft to the account results. To the extent permitted by applicable law, you agree that neither the Bank nor a Service Provider will have any liability whatsoever for refusing to accept any payment order or rejecting or returning any bank transfer or bill payment. If an overdraft occurs in a Deposit Account, you agree to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Deposit Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand. Further terms and conditions related to the online bill pay service are submitted for your review and acceptance during the online bill pay service application process.

# **Errors and Adjustments**

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

#### **Account Reconciliation**

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

# **Settlement of Obligations**

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

# Bank's Liability for Failure to Make or Stop Certain Electronic Fund Transfers

If we do not complete an electronic fund transfer to or from a Deposit Account in a reasonable amount of time or in the correct amount according to our agreement with you, we will only be liable for your direct losses or actual damages, except in cases we do not complete electronic fund transfers in the following instances:

- If, through no fault of ours, you do not have enough money in the Deposit Account (or any linked account) to make the electronic fund transfer or the account has been closed.
- If the electronic fund transfer would go over the credit limit on any check overdraft protection line of credit account linked to the Deposit Account.
- If you have not completely and properly followed the terms of this Agreement or instructions provided regarding how to make an electronic fund transfer or you have not given complete, correct and current instructions so that a transfer may be made
- If any data or instruction transmitted via INVESTAR BANK online banking is inaccurate or incomplete.
- If you do not initiate an electronic fund transfer according to the time limits set forth in this Agreement and the online Payee list, or if the payment amount requested is less than the full amount due.
- If the electronic fund transfer has been transferred from the Deposit Account to a third party; including, without limitation, any third party through which payment is made and any payee or its financial institution.
- If the Hardware, the Software, a Service Provider, or any part of the INVESTAR BANK online system, including the bill payment service, was not working properly and you knew about the breakdown when you started your electronic fund transfer.
- If circumstances beyond our control, such as an act of God, computer failure, delay, or error on the part of any third-party service provider (including, without limitation, a Service Provider, the United States Postal Service or any other delivery service), power outage, difficulty with telephone or cable lines or satellite communications, difficulty with any Hardware, Software, a Service Provider, computer virus or related problem, or cessation of the operation of a Service Provider or the arrangement between the Bank and a Service Provider, prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken.
- If the money in your account(s) is subject to legal process or other claim restricting such transfer.
- If the funds in the Deposit Account are unavailable (funds are only conditionally credited until they become available for withdrawal).
- If your password has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized.
- If you, any joint holder, or an authorized cosigner on a Deposit Account has requested that we stop payment of the electronic fund transfer.
- If you have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period for the type of Deposit Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts).
- There may be other exceptions stated in this or any other applicable agreement that we may have with you.

#### **Limits on Bank's Liability**

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

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

# **Your Liability for Unauthorized or Erroneous Transfers**

To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous transactions initiated through INVESTAR BANK online banking. You have the obligation to immediately notify the Bank if your password has been lost or stolen, or if someone has transferred funds from your account through INVESTAR BANK online without your permission (or is contemplating to do so). The following provisions of this Section apply only to your liability for unauthorized electronic fund transfers. An "unauthorized electronic fund transfer" means an electronic fund transfer from a Deposit Account that is initiated by another person without your authority to initiate the electronic fund transfer(s) and from which you receive no benefit. The term does not include INVESTAR BANK online electronic fund transfer that is initiated by a person to whom you furnished your password. We may require that the notice be in writing. You could lose all the money in your Deposit Account, some or all of the money in any linked account, or up to your maximum overdraft line of credit if you have a check overdraft protection line of credit, if you fail or refuse to immediately advise the Bank of the unauthorized use of your password. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from a Deposit Account without your permission, call: (855) 306-8574

Or write:

**INVESTAR BANK** 

P.O. Box 84207

Baton Rouge, LA 70884-4207

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must here from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- 1. Tell us Your name and account number
- 2. Describe the error or the transfer you are unsure about and explain, as clearly as you can why you believe there 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 investigate your complaint and will correct any error promptly. If we take more than 10 business days (or more than 20 Business days from an error occurring within 30 days after the first deposit was made to the account) to do this, we will credit your 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. We will tell you the results of our investigation within three business days after completing out 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 the investigation.

#### **Disclosure of Deposit Account Information to Third Parties**

You agree that we may from time to time disclose to third parties information about your Deposit Account or the transactions that you make through INVESTAR BANK online banking. We will disclose information to third parties about your Deposit Account or the transfers you make:

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

# **Check 21 Substitute Checks and Your Rights**

A. 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.

B. 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 \$2,500.00 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 receive 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.

C. 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: (866) 604-2006

**INVESTAR BANK** 

PO BOX 84207

BATON ROUGE, LA 70884-4207

You must contact us within <u>40</u> 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. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- b. An estimate of the amount of your loss;
- c. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss;
- d. A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

#### Other Agreements; Severability; Governing Law

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

#### **Amendments**

We may amend this Agreement from time to time. Each amendment will be effected by our mailings or otherwise delivering the amendment, by other channels of delivery, revised agreement and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment shall be effected by mailing or otherwise delivering it to you or positing it in our full-service branch offices at least 10 calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: (a) if the Software vendor or a

Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.

# **Termination**

You agree that we may cancel or restrict your use of INVESTAR BANK online banking or any INVESTAR BANK online service at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may notify INVESTAR BANK online or by written request to the Bank at any time to terminate this Service. If you cancel the bill payment service, all pending and/or recurring bill payments will be automatically canceled. Online service fees will not be prorated.

#### **Assignment**

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

#### No Third-Party Beneficiaries

This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

### **Choice of Forum and Jury Trial Waiver**

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

#### **Ownership of Materials**

The content and information on our site is the property of INVESTAR BANK. It should not be duplicated or copied by any means.