

# 48 Month CD Disclosures | Metairie Bank

Please review the following agreements and disclosures regarding your personal account and related services.

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## Truth in Savings Disclosure

### 48 MONTH CERTIFICATE OF DEPOSIT

NOTE: In this disclosure, Annual Percentage Yield is abbreviated as “APY.”

#### **Fixed Rate Information**

The interest rate and annual percentage yield will not change until the maturity date of your deposit.

The current interest rate and annual percentage yield are disclosed on the certificate of deposit.

#### **Minimum Balance to Open Account:** \$1,000

You must maintain at least the minimum opening balance each day to obtain the disclosed annual percentage yield.

#### **Crediting**

Interest is simple interest and is earned from the date of deposit to the date of maturity.

A distribution of interest is required with the following options:

1. Interest can be paid monthly, quarterly, semi-annually, or annually by check or transferred to a Metairie Bank Checking or Savings account.

2. Interest can be capitalized back to the Certificate annually.\*

\*Interest added back to the certificate is not compounded. At renewal, interest will add to the principal balance and interest will begin to be calculated on the new balance.

### **Balance Computation Method**

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

### **Interest Accrual on Deposits**

Interest begins to accrue on the business day you deposit cash and noncash item (for example, checks)

### **Early Withdrawal Penalties**

3 Months Interest Penalty

You may be charged a penalty if you withdraw any of your deposit before the maturity date. The amount of the penalty will be three (3) months interest on the amount withdrawn.

Other fees may apply. See Schedule of Services.

### **Renewal Policy**

Your account will automatically renew at maturity. You will have a grace period of seven (7) calendar days after the maturity date to make any deposits or withdraw any funds without being charged a penalty.

### **Renewal Terms**

Your deposit will renew at the same term and at the interest rate in effect for that term at the time of maturity.

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## **Funds Availability Disclosure**

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

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

## Longer Delays May Apply

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. However, the first \$200 of your deposits will be available on the first business day.

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 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.

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 communications or computer 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 deposits of cash, wire transfers or electronic direct deposits to your account will be available on the day we receive the deposit. Funds from the first \$5,000 of a day's total deposits of cashier's, 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 all other check deposits will be available on the ninth business day after the day of your deposit.

**Please contact Customer Service at 504-834-6330 with any questions about Funds Availability.**

Effective: March 23, 2017

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# Electronic Funds Transfer Agreement and Disclosures

This agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving a deposit account at METAIRIE BANK. The following disclosures set forth your and our rights and responsibilities concerning the EFTs. In this Agreement, the words YOU and YOUR mean those who sign as applicants or any authorized user(s). The words WE, US and OUR mean METAIRIE BANK.

## Automated Teller Machines

**TYPES OF TRANSFERS:** You may use the automated teller machine (ATM) card and personal identification number

(PIN) issued to you to initiate transactions at terminals owned by METAIRIE BANK, within the MasterCard, PULSE, PLUS, CIRRUS, Intercept or Community Cash networks. At present, you may use your card to:

- Withdraw cash from your checking or savings account;
- Transfer funds between your checking and savings accounts;
- Determine account balances;
- Make deposits to your checking or savings account (at METAIRIE BANK owned ATMs only)

## Savings and Money Market Rules

- Transfers from a Money Market account to another account or to third parties by preauthorized, automatic, telephone or ATM (to third parties only) transfers are limited to six per statement cycle.
- Withdrawals or transfers from a savings account to another account or to third parties by preauthorized, automatic, or telephone transfers are limited to simpler month.

## Fees and Charges for ATM Transactions

- You will be charged a fee of \$2.00 for all transactions not conducted at a METAIRIE BANK, Community Cash or Intercept owned ATM by using your METAIRIE BANK ATM or Debit MasterCard (TERMINAL ACCESS DEVICE);
- We do not charge for direct deposits to any type of account;

- We do not charge for preauthorized withdrawals from any type of account. Except as indicated elsewhere, we do not charge for electronic funds transfers:
- There is a Replacement Card fee of \$10.00 per card.
- You may be charged a fee by the ATM operator if you initiate a transfer from an ATM not operated by METAIRIE BANK.
- You may be charged a fee by any national, regional, or local network used to process your transaction at an ATM not operated by METAIRIE BANK.

## Preauthorized Electronic Funds Transfer

TYPES OF PREAUTHORIZED TRANSFERS: You may arrange for us to complete the following to or from your deposit accounts:

- Accept direct deposits from your employer, U.S. Treasury Department or other financial institutions;
- Pay certain recurring bills from your account.

### FEES AND CHARGES:

- We do not charge for any preauthorized EFTs unless we disclose otherwise;
- We will charge \$30.00 for each stop payment order you give.

STOP PAYMENT RIGHTS: If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here is how: Call us or write to us at 3344 Metairie Road, Metairie, La 70001, 877-458-4886, in time for us to receive your request three (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 fourteen (14) days after you call. 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.

### RIGHTS TO RECEIVE DOCUMENTATION OF TRANSFER:

- 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 may call us at 877-458-4886 to find out whether or not the deposit has been made.
- Periodic statements. You will get a monthly statement (unless there are no transfers in a particular month). In any case, you will get the statement at least quarterly. Passbook savings accounts will not receive periodic statements.
- Passbook accounts -If you bring your passbook to us, we will record any electronic debits and credits that were made to your account since the last time you brought in your passbook.
- Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or at appoint of sale terminal.

**NOTICE OF VARYING AMOUNTS:** If these regular payments vary in amount, the person you are going to pay will tell you ten (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 TRANSFERS:** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or actual damages.

## Debit MasterCard

### TYPES OF TRANSACTIONS:

- You may use your Debit Card (without your PIN) instead of a check to pay for purchases from merchants who have agreed to accept MASTERCARD credit cards or Debit Cards at point-of-sale (POS) terminals within the networks identified on your Debit Card. These transactions are referred to herein as DEBIT CARD TRANSACTIONS. Each time you use your Debit Card to conduct a debit card transaction; the amount of that transaction will be debited from your designated deposit account.
- Your Debit Card can be used as an ATM card with all of the privileges. Limitations, fees and charges are described in the ATM section of this disclosure. Your Debit Card may not be used to conduct ATM transactions involving your accounts other than those designated on your Debit Card application. You may request a separate ATM card for those other accounts.

### LIMITATIONS ON FREQUENCY AND AMOUNT:

- The lesser of the balance of your account or \$1,500.00 of outstanding Debit Card transactions are allowed against your account at any one time. All Debit Card transactions should be recorded in your check register in order to maintain a record of funds available.
- We may require that a merchant obtain our authorization before permitting you to conduct a debit card transaction. We may also establish other requirements and restrictions that must be satisfied before you may use your Debit Card to conduct debit card transactions. You agree that we will not be responsible or liable for a participating merchant's refusal to accept your Debit Card. You further agree that we will not be liable for any damages resulting from our failure or refusal to authorize a Debit Card transaction that you have attempted.
- All Debit Card transactions are subject to the SAVINGS OR MONEY MARKET RULES stated above.

**FEES AND CHARGES:** There is no monthly card fee for this service. There is a \$5.00 card replacement fee.

**STOP PAYMENT:** You may not stop payment on a debit card transaction.

**LIMITATIONS:** There is no frequency of use limitations for ATM or point of sale transactions. You may buy up to \$3,000.00 worth of goods each day through our point of sale service and up to \$500.00 for cash withdrawals, account balance permitting.

## Voice Response Service (24-Hour Telephone Banking)

**TYPES OF VOICE RESPONSE SERVICES:** You may access your deposit accounts by using a separate PIN assigned to you and your account number in our voice response system. At the present time, you may use the system to:

- Transfer funds between your deposit accounts;
- To make loan payments;
- Reorder checks;
- Obtain balance and rate information on your deposit accounts;
- Determine if a particular check has cleared your account;
- Verify the last date and amount of deposits.

**LIMITATIONS ON FREQUENCY AND AMOUNT:** You are not limited to the number of inquiries or transfers on the VRS, except for the SAVINGS or MONEY MARKET RULES as stated above. The bank automatically provides telephone access to information regarding your account(s) through the 24-Hour Telephone Banking system. You may obtain Information regarding an account by dialing 504-834-3224 or 985-674-4415 and identifying yourself by entering the last four digits of the primary owner's tax identification number (TIN). You understand that anyone who can identify your account and knows the last four digits of your TIN can access the account information available through 24-HOUR TELEPHONE BANKING. On your first entry into the VRS, you will be prompted by the VRS to change the PIN to one that is unique to you and should protect this just as you would any other access device. Accordingly, if you do not want your account(s) to be accessed through the 24-HOUR TELEPHONE BANKING system, please advise one of our customer service representatives (CSR) who will prevent access to your account(s). If you do not specifically request this access block you agree to release the bank from liability for any release of information or loss that you may sustain as a result of unauthorized persons obtaining Information with respect to your account(s) through the 24-HOUR TELEPHONE BANKING system. You additionally agree to defend and hold the bank harmless against claims and liability arising from the release of information through the 24-HOUR TELEPHONE BANKING system.

- All accounts must read the same way in order to execute a funds transfer.
- Transactions are limited to the available balance in the individual account you are attempting to access

**FEES AND CHARGES FOR VRS:** There will be no charge for using the 24-HOUR TELEPHONE BANKING service.

## Online Banking Service

**TYPES OF ONLINE BANKING SERVICES:** You may access your deposit accounts by using a separate USER ID assigned to you and PASSWORD in our Online Banking system. At the present time, you may use the system to:

- Transfer funds between your deposit accounts;
- Transfer funds to the Metairie Bank account of a third party;
- Make loan payments;
- Pay bills electronically to any merchant, financial institutions, or an individual with a U.S. address;
- Reorder checks;

- Obtain balance and rate information on your deposit accounts;
- Determine if a particular check has cleared your account;
- Verify the last date and amount of deposits.

TREASURY MANAGEMENT SERVICE-Business customers can conduct the following transactions through our Treasury Management Service:

- Wire transfers;
- ACH originations;
- ACH batch;
- Pay taxes.

LIMITATIONS ON FREQUENCY AND AMOUNT: You are not limited to the number of inquiries or transfers on Online Banking, except for the SAVINGS or MONEY MARKET RULES as stated above. You can access Online Banking by entering your USER ID and PASSWORD on Metairie Bank's web site [www.metairiebank.com](http://www.metairiebank.com). You additionally agree to defend and hold the bank harmless against claims and liability arising from the release of information through the Online Banking system.

- Transactions are limited to the available balance in the individual account you are attempting to access.

FEES AND CHARGES FOR ONLINE BANKING: Online Banking and Bill Pay are offered at no charge.

## General Guidelines

**This section applies to consumer accounts only.**

BUSINESS DAYS: For purposes of this disclosure, our business days are Monday through Friday. Federal Holidays and Mardi Gras are not included except for days that we are open for business.

DOCUMENTATION:

- PERIODIC STATEMENT. You will get a monthly account statement from us. If you have both a checking and a saving account, the monthly account statement will be combined.
- TERMINAL RECEIPT. You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or make a purchase at a POS terminal.

DIRECT DEPOSITS: If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company~ you can call us at 877-458-4886 or call 24-HOUR TELEPHONE BANKING at 504-834-3224 or 985-674-4415 to find out whether or not a deposit has been made.

LIABILITY FOR UNAUTHORIZED TRANSFERS: Tell us AT ONCE if you believe your ATM or Debit Card or any PIN, or password has been lost or stolen or you could lose all the money in your account (plus your maximum overdraft line of credit). Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if



someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code and we can prove that we could have stopped unauthorized use within that time you could lose up to \$500. Also, if your statement shows transfers that you did not make including those made by card or code other means, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 period(s). If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number or address set forth below.

#### MASTERCARD DEBIT CARD

Additional Limits on liability: You will not be liable for any unauthorized transactions using your MasterCard Debit Card if: (i) You can demonstrate that you have exercised reasonable care and safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard is a registered trademark of MasterCard International Incorporated.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS: If you need to report a lost or stolen card during hours when the Bank is not open for business, you may call 1-800-528-2273, and then contact the Bank the next business day during banking hours. Telephone us at (504) 834-6330 or write us at 3344 Metairie Road, Metairie, LA 70001 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (If any);
- Describe the error or 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;
- Tell us the dollar amount and date of the suspected error.
- If you tell us orally, we may require that you send us your complaint/question in writing within ten (10) business days.

We will tell you the results of our Investigation within 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 (90 business days for new accounts POS or foreign Initiated transactions) to Investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days 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 ten (10) business days, we may not recredit your account. For errors involving new accounts we may take up to 20 business days to credit your account for the amount you think the error is. An account is considered new up until 30 days after the first deposit. We will tell you the results within three business days after completing our investigation.

If we determine that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our Investigation. You may ask for copies of the documents that we used in our Investigation.

**OUR 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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the money in your account is subject to legal process or other claim restricting such transfer;
- If the transfer would go over the credit limit on your overdraft line or other restrictions placed on your account as stated above;
- If the ATM where you are making the transfer does not have enough cash;
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken;
- If your PIN or access device is reported lost or stolen;
- There may be other exceptions stated in our agreement with you.

**Confidentially:** We will disclose Information to third parties about your account or the transfers you make:

- Where It Is necessary for completing transfers, or resolving errors Involving transfers or;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant or;
- To comply with a government agency or court order or;
- If you give us your prior written permission.

**PERSONAL IDENTIFICATION NUMBER (PIN and Password):** The ATM PIN, POS PIN, Voice Response PIN, or online password issued to you is for your security purposes. The numbers are Confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to Disclose or otherwise make your PIN(s) available to anyone not authorized to sign on your account(s).

**CHANGE OF TERMS:** We can change the terms or this Agreement at any time. If the change restricts limits or reduces your rights under this agreement, we will give you 21-day notice by mail sent to the most recent address you have given us. If we must make an immediate change for security reasons, we will make the change and inform you in no more than 30 days. Notices from you will be effective when received by us at the address specified in this Agreement.

**USE OF ENFORCEMENT:** In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on any appeal, subject to any limits under applicable law.

TERMINATION OF ATM, POS, VOICE RESPONSE SERVICES, and ONLINE BANKING: You agree that we may terminate this Agreement and your use of the ATM card, Debit Card, Voice Response or Online Banking service, If:

- You or any authorized user of your ATM PIN, POS card, PIN, Voice Response PIN, or online Banking password breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your PIN(s) or codes;
- We notify you or any other party to your account that we have canceled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. If you have authorized another person to conduct transactions involving your designated accounts electronically, we cannot prevent that person from conducting future transactions without terminating your access device.

FUNDS AVAILABILITY: There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction, which 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.

Effective: 8/17/2017

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## Substitute Checks and Your Rights

### IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

#### 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 \$2,500.00 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 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 by calling 504-834-6330.

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 name of the person to whom you wrote the check; and
  - The amount of the check.

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# Notice of ATM/Night Deposit Facility User Precautions

As with all financial transactions, please exercise discretion when using an 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 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.
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 lighted. 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. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or another secure surrounding.

13. 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.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, 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 report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

Effective: 4/10/2008

## Schedule of Services

### Deposit Services

E-Statement	Free
Stop Payment-Per Item	\$30.00
Account Transaction Monitoring - Monitored for 12 months	\$30.00
Dormant Account <sup>1</sup> - Savings, 2 Years of Inactivity - Per Month	\$10.00
Dormant Account <sup>1</sup> - Checking, 1 Year of Inactivity - Per Month	\$10.00
<sup>1</sup> Accounts with no transaction activity per account cycle - Balances <\$1,000	
Deposit Correction - Per Deposit	\$2.00
Early Account Closing Fee - Before 6 Months	\$25.00
Charge-Off Account Fee	\$25.00

### Electronic Banking Services

ATM/Debit Cards	
Replacement Card Fee	\$5.00
Transaction at Foreign Non-MB, CC, SUM ATM Terminal	\$2.00
Non-Customer Transaction at MB ATM	\$3.00
Metairie Bank Gift Card	\$3.00
Online & Mobile Banking with Bill Pay	
Online Banking	Free
Business Bill Pay Monthly	\$10.00
Positive Pay - Per Account Per Month	\$20.00
People Pay Per PayPal or Deposit to Bank	\$0.75
Personal Bill Pay Monthly	Free

### Deposit Services

CD/IRA Early Withdrawal/Closing Fee - Per Withdrawal	\$25.00
Multiple Signature Review - Per Month <sup>2</sup>	\$25.00
Hold Statement - Per Month <sup>2</sup>	\$5.00
<sup>2</sup> Existing Customers Only - Service no longer offered.	
Paper Statement - Per Month <sup>3</sup>	\$2.00
<sup>3</sup> Legacy accounts only.	
Returned Mail - Per Month	\$5.00
Quick Checks - 4 Per Page	\$2.00
Manual Account Transfer by Customer Service	\$2.00
Items Returned Unpaid - Per Item	\$5.00
Nightly Depository Bag Purchase - Per Bag	\$20.00

### Overdraft Services

Personal Accounts - NSF/Overdraft Fees	
NSF Charge (Per Presentment, Returned Items- Per Item)	
Items Under \$15.00	\$15.00
Items \$15.00 and Over	\$32.00
Overdraft Fee (Per Paid Item)	
Items Under \$15.00	\$15.00
Items \$15.00 and Over	\$32.00
Continuous Daily Overdraft Fee <sup>4</sup>	\$5.00

### Electronic Banking Services

Mobile Banking with Xpress Deposit	Free
ACH Origination	
ACH Origination - Monthly	\$25.00
ACH Per Item Originated	\$0.10

### Commercial Capture Xpress

Setup Fee	\$50.00
Monthly Charge	\$50.00
Equipment Usage	Free
Contract Termination	Unlimited

### Miscellaneous

Small Business Xpress Deposit - Monthly Fee	\$10.00
Small Business Xpress Deposit - Item Fee	\$0.60
Check Cashing / Non-Customer / On Us Only <\$250	Free
Check Cashing / Non-Customer / On Us Only \$250-\$9,999.99	\$5.00
Check Cashing / Non-Customer / On Us Only ≥\$10,000	\$100
Coin Counting - % of Total	5%
Coin Deposit - Per \$100	\$0.10
Coin Roll Purchase - Per Roll	\$0.10
Bond Coupon Collection - Per Bank	\$10.00
Foreign Currency Order - Per Order	\$20.00

**Overdraft Services**

Uncollected Funds (Per Presentment - Per Item)	\$32.00
<b>Business Accounts - NSF/Overdraft Fees</b>	
NSF Charge (Per Presentment, Returned Items-Per Item)	\$32.00
Overdraft Fee (Per Paid Item)	\$32.00
Continuous Daily Overdraft Fee <sup>4</sup>	\$5.00
Uncollected Funds (Per Presentment - Per Item)	\$32.00
<b>Other Overdraft Services</b>	
Overdraft Protection Savings Sweep - Per Transfer	\$10.00
Overdraft Protection Line of Credit - Annual Fee	\$15.00
Overdraft Privilege Limit - Business Checking Accounts - \$1,000	
Overdraft Privilege Limit - Personal Checking Accounts - *\$100, \$300, \$500, \$700	
<p><i>*See <u><a href="https://www.metairiebank.com/wp-content/uploads/2018/03/DISCRETIONARY-OVERDRAFT-PRIVILEGE-POLICY.pdf">Discretionary Overdraft Privilege Policy</a></u> (<a href="https://www.metairiebank.com/wp-content/uploads/2018/03/DISCRETIONARY-OVERDRAFT-PRIVILEGE-POLICY.pdf">https://www.metairiebank.com/wp-content/uploads/2018/03/DISCRETIONARY-OVERDRAFT-PRIVILEGE-POLICY.pdf</a>)</i></p> <p><i><sup>4</sup>Starting on the seventh consecutive business day overdrawn, there is a \$5.00 per day charge for each day you are overdrawn. A business day is defined as Monday through Friday, excluding Federal Holidays.</i></p>	

**Safe Deposit Boxes <sup>5</sup>**

2x5 Box - Annually	\$25.00
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**Miscellaneous**

Gas/Oil Lease - Per Presentment - Per Item	\$25.00
Automobile Drafts, Handling Fee	\$20.00
Collection Notes/Items - Minimum \$50	\$35.00
Legal Process - Levies or Garnishments	\$75.00
Medallion Stamp - Per Stamp	\$45.00
Money Order	\$5.00
Official Check	\$10.00
Office Check issued in Lieu of Check	\$25.00

**Verification Services**

Verification of Deposit (VOD)	\$20.00
Verification of Mortgage (VOM)	\$20.00
Verification of Account (VOA)	\$15.00
Verification of Funds (VOF)	\$30.00

**Wire Transfer Services**

Incoming Domestic	\$20.00
Outgoing Domestic	\$23.00
Incoming Foreign	\$27.50
Outgoing Foreign	\$47.50

**Research Services**

Account Reconciliation/Research, Per Hour	\$35.00
Duplicate Statement - Per Statement	\$3.00



### Safe Deposit Boxes <sup>5</sup>

3x5 Box - Annually	\$35.00
5x5 Box - Annually	\$40.00
3x10 Box - Annually	\$50.00
5x10 Box - Annually	\$75.00
10x10 Box - Annually	\$150.00
Safe Box Late Fee - Per Month after 3 months	\$5.00
Safe Box Preparation Fee for New Box	\$10.00
Safe Box Replacement Key - Per Key	\$10.00
Safe Box Drilling Fee - Per Request	\$200.00
<sup>5</sup> Auto-Debit required from a Metairie Bank Account	

### Research Services

Statement Print - Per Statement (Current History)	\$3.00
Special Statement Request - Per Statement, Per Month	\$10.00
Photo Copies, Each	\$3.00
Fax (local), Per Fax	\$3.00

Effective 03/2018

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## Terms and Conditions of Your Account

**(1) Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**(2) 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.

This agreement is subject to applicable federal laws, the laws of the state of Louisiana and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). 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.

“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.

**(3) 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 (in solido) 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.

**(4) 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. 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 indorsers to verify or guarantee their indorsements, or indorse in our presence.

**(5) 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 \$10.

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.

**(6) 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.** This 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.

**(7) 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.

**(8) 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).

**(9) 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.

**(10) 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).

**(11) 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.

**(12) 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.

**(13) 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.

**(14) 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.

**(15) 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.

**(16) 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.

**(17) 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.

**(18) 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.

**(19) 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.

**(20) 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.

**(21) 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.

**(22) 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.

**(23) 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 an agent.

**(24) 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.

**(25) Account Transfer.** This account may not be transferred or assigned without our prior written consent.

**(26) 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.

**(27) 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.

**(28) 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.

**(29) 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.

**(30) 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.

**(31) 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.

**(32) 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.

**(33) 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.

**(34) 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.

**(35) 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.

**(36) 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.

**(37) 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.

**(38) 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.

**Please contact Metairie Bank's Customer Service Department at 504-834-6330 with any questions.**