



## Synergy Bank

### Digital Services Agreement and Disclosure Statement

By subscribing to certain Digital Services and related services offered by Synergy Bank as described in this Service Agreement and Disclosure Statement (this "Agreement") and as otherwise made available by Synergy Bank from time to time (collectively, "Digital Services Service" or "Service"), or by your initial access to Synergy Bank's Digital Services, and in consideration of our allowing you access to the Service, you agree to the terms and conditions of this Agreement. Each reference in this Agreement to the "Bank", "Synergy Bank", "we", "us", or "our" refers to Synergy Bank, a Louisiana banking corporation, and each reference to "you" and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account (as defined below) who is now or hereafter enrolled in any one or more of our Digital Services with respect to the account. Each time you use the Service constitutes confirmation by you of your agreement to and understanding of the terms of this Agreement. Please read this Agreement carefully and keep it for future reference.

- 1. Browser Security.** Our Digital Service transmits data Using SSL (Secure Socket Layer) technology that supports 128-bit key encryption. It is important to verify that a secure connection between your browser and the Digital Services server has been established before transmitting any confidential account information over the Internet. An indicator on your web browser can verify this. For example, Microsoft Internet Explorer has a lock symbol that appears when data is being encrypted. When this symbol does not appear, a session is not secure.
- 2. System Requirements.** You will be able to access our Digital Service that is hosted by our Digital Service Provider (the "Service Provider"). The Service Provider will act as an interface between you and the Bank. To be able to use our Digital Service, you must provide your own personal computer (a "PC") or other access device with Internet access. You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation and maintenance of the Hardware and Internet access service to your PC or other access device, and for all related costs.
- 3. Virus Protection.** Synergy Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC or other access device using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. You are solely responsible for scanning the Hardware and Internet access service before you use them.
- 4. The Accounts and Services.** You agree to use our Digital Service solely for the services described in this Agreement and designated by you in the Application or subsequently designated by you as provided in Section 6, and solely in connection with each deposit account (collectively, the "Deposit Accounts") and each loan account (collectively, the "Loan Accounts") held by the Bank and designated by you in the Application or subsequently designated by you (collectively, the "Accounts"), except as otherwise expressly permitted by us from time to time.

You may successfully complete the Bank's self-enrollment authentication form for Digital Services to have direct access to consumer accounts via the Digital Services System. You will accept the Bank's "Digital Agreement and Disclosure Statement" (User Agreement) at time of enrollment. You will be required to provide your: Name, Date of Birth, SSN, Address, Phone Number and Email Address. The



Name, DOB, TIN and Address are validated against the Core Processing System to ensure authentication of enrollment. After you have provided information, you will then be prompted to Answer 4 random questions pulled from your credit history. You must answer 3 of the 4 questions correctly to move forward. You will then be prompted to create a User ID and a Security Code. The Security Code will serve as a temporary password for you to be able to finish enrollment. Once you finish this step the request will be presented to the bank for review. If approved, you will receive an email from the bank which contains a link. You will need to click the link, input the security you created then finish the enrollment by creating a password and establishing security questions and answers.

Access ID must be at least 4 characters. Passwords must be minimum of 8 characters and Contain at least 1 upper case letter, 1 lower case letter, a number and a special character such as #\*@.

Passwords are Case Sensitive. Any information omitted from the Validation procedures will reject Digital Services enrollment. Any new accounts opened by you will be added to your online access.

You may add or delete any account on Digital Services Business Application and Resolution for which you are depositor, borrower, authorized signer, or authorized user, and you may add or delete Digital Services selected by submitting a change on our "Digital Services Business Application and Resolution" or any other acceptable method (phone, email, fax, etc.). We may also add any new accounts opened by you that have the same ownership as accounts that you have previously enrolled to your online access.

- 5. Access ID and Password/PIN.** All Digital Service transactions or inquiries must be initiated by use of your Access ID and Password/PIN (personal identification number) created at enrollment. UPON YOUR RECEIPT OF YOUR ACCESS ID AND INITIAL PASSWORD, THE SYSTEM WILL REQUIRE YOU TO CHANGE YOUR PASSWORD TO A CONFIDENTIAL ONE OF YOUR CHOOSING. You may also change your Password from time to time by selecting My Profile. It is recommended that you do not use your social security number, birthdays, names, or other codes that may be easy for others to determine as your Password/PIN. No Bank employee will ever ask for your Password/PIN. YOU AGREE TO KEEP YOUR PASSWORD/PIN CONFIDENTIAL. USE OF THE PASSWORD/PIN BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH OUR DIGITAL SERVICE. You agree that any Digital Service transaction or request initiated by use of the PASSWORD/PIN will be subject to and governed by this Agreement.

If you authorize another person to use your PASSWORD/PIN, that person can use the Digital Service to view any information or initiate any transaction on any of the Accounts to the same extent as you, including viewing information or initiating transactions on Accounts to which that person does not otherwise have access. As such, your sharing of your Password/PIN is strongly discouraged by the Bank and done at your sole risk and peril. If a third party should gain access to your Password/PIN, you alone are responsible for changing the Password/PIN 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/PIN through no fault of the Bank.



Never leave your computer or access device unattended while accessing the Digital Service. If you should, a third party may be able to access your Accounts from your terminal, without ever needing to use your Password/PIN. You should always exit the Digital Service completely after you finish viewing your Accounts or conducting other transactions. To completely exit the Service, you must select the "Log Off" button. Failure to do so will have the same effect as leaving your computer or access device unattended while still logged on to the Service.

- 6. **Business Days.** Business days for the Bank and for our Digital Service are Monday through Friday, excluding holidays. You may access the Accounts through our Digital Service 24 hours a day, seven days a week, except that Synergy Bank and its Service Provider may perform regular maintenance on systems and equipment, which may result in errors or interrupted service. We may also find it necessary to occasionally change the scope of our services. Synergy Bank cannot guarantee that we will be able to provide notice of such interruptions and changes, although we will attempt to provide such notice when warranted.
- 7. **Digital Service.** You may use our Digital Service to perform any of the following services on your Accounts, as designated by you in the Application or subsequently added by you:
  - A. Transfer funds between deposit accounts, such as checking, savings or money market deposit accounts.
  - B. Request loan payments by transferring funds from a deposit account to a loan account.
  - C. Request loan advances by transferring funds from a line of credit to a deposit account.
  - D. Receive and download balance and transaction information for your accounts.
  - E. Pay bills electronically from a deposit account that is a checking account with unlimited check-writing privileges.
  - F. Request stop payments on checks.
  - G. View images of cancelled checks and deposit slips.
  - H. Receive alerts.

Subject to all other terms disclosed in this Agreement and in the Software, and subject to certain exceptions provided for therein, the following daily cut-off times shall apply for transactions to be processed on the same business day:

Type of Transaction	Cut-Off Time
Transfers between Deposit Accounts	6:00 p.m. C.S.T.
Loan Payments/Loan Advances	6:00 p.m. C.S.T.
Stop payments	6:00 p.m. C.S.T.

These services are available as described in this Agreement and provided for in the Service. As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer or bill payment (other than a bill payment made by check or other paper item), as these terms are defined below.

**8. Transfers to and from Accounts.**

- A. **Deposit Accounts.** You may use our Digital Service to initiate electronic fund transfers from one Deposit Account that is a checking, savings or money market deposit account to any other Deposit Account that is a checking, savings or money market deposit account, as provided in this



Agreement. These types of transactions are referred to in this Agreement as "bank transfers".

- B. **Loan Accounts.** Also considered a bank transfer, you may transfer funds from your Deposit Accounts to make payments on your Loan Accounts or advance funds from your Loan Accounts by transferring funds to your Deposit Accounts.
- C. **Authorization.** You expressly authorize us to debit the appropriate Deposit or Loan Account in the amount of any bank transfer initiated through our Digital Service by you or by any other person who is authorized to use your Access ID and Password/PIN. You agree that we may treat any such bank transfer from a Deposit or Loan Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit or Loan Account the same as a deposit, loan payment, or loan advance, all in accordance with the terms of this Agreement and your deposit and/or loan agreement(s) with us.
- D. **Limitations.** Your ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation. You agree that we may, without notice or other obligation to you, refuse to make any bank transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreement with us.
- E. **Time of bank transfers; posting; funds availability.** Generally, if you initiate a bank transfer of available funds between Deposit Accounts on or before 5:00 p.m. Central Standard Time ("C.S.T.") on a business day, the bank transfer will be posted on the same business day. Bank transfers initiated after 5:00 p.m. C.S.T. on a business day or on weekends and holidays will be posted on the next business day. Bank transfers to make payments to or advances from Loan Accounts must be initiated by 5:00 p.m. C.S.T. on a business day in order to be processed on the same business day. Transferred funds will be available for withdrawal on the same business day that the bank transfer is posted by the Bank.

9. **Account Information.** You may use our Digital Service to receive, download, store and print information that is routinely set forth in the statements for the Account, such as debits and credits made to the Account, amounts and item numbers for items drawn on the Account, and Account balances. 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 ("Bank Statement") for each checking, savings, and money market deposit account maintained with the Bank. Your Bank Statement remains the bank's official record of your account balances and activity.

10. **Bill Pay Service.** Synergy Bank's Bill Pay service is optional. Terms and Conditions for the Bill Pay service will be displayed online and must be read and accepted in order to enroll for the service.

11. **Stop Payments on Checks.** You may request us to stop payment on checks drawn on your Deposit Accounts by following the instructions in the Digital Service. Stop payment requests submitted through the Digital Service must be initiated by 6:00 p.m. C.S.T. on a business day in order to be processed by us on the same business day. Otherwise, the stop payment request will be processed on the following business day. You agree that stop payment requests entered through the Service will only be effective if we receive them at such time as to afford us a reasonable opportunity to act upon the order, and the



item to which the request pertains has not already been presented for payment against your account. A stop payment request placed through the Service will be effective for six (6) months only and will expire automatically at that time unless specifically renewed by you in writing. We will charge you the fee set forth in our current Fee Schedule for each stop payment order you give. Stop payment requests submitted through our Digital Service are subject to the applicable provisions of our Rules and Regulations governing Deposit Accounts.

- 12. Additional Services.** We may, from time to time, make additional services available through our Digital Service. Our notification may be in the form of information posted on our Web Site. 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.
- 13. Fees and Charges.** Access to our Digital Service is currently available at no additional charge to you except for the optional Bill Pay service for which charges may apply (see separate terms and conditions for bill pay service). Applicable fees are non-refundable charges for the preceding calendar month. These charges will not be prorated for portions of a month and may be changed pursuant to Section 21 of this Agreement. There may be other costs and charges associated with your accounts. Please refer to the Fee Schedule for details.
- 14. Errors and Adjustments.** We agree to correct any error made in crediting or debiting any Account by making the appropriate adjustment to the applicable Account. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer from any of your Accounts to obtain payment of any erroneous credit.
- 15. 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 and/or credits to the Deposit Accounts made with respect to such bank transfers and bill payments, and (b) amounts debited by the Bank from your Accounts 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 sent by the Bank to you, as provided in Section 17.
- 16. 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 debits 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 our Digital Service. At the time any account is closed (whether by you, by us, or otherwise) or any Digital 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.



**17. 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 the following instances:

- If, through no fault of ours, you do not have enough money in the Deposit Account to make the transfer.
- If you have not completely and properly followed the terms of this Agreement or instructions provided by the Service regarding how to make the transfer.
- If any data or instruction transmitted via our Digital Service are inaccurate or incomplete.
- If you do not initiate the transfer according to the time limits set forth in this Agreement.
- If the transfer has been made 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 Service, the Service Provider, or any part of our Digital Service 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 a natural disaster, failure, delay, or error on the part of any third-party service provider (including, without limitation, the Service Provider, the United States Postal Service or any other delivery service), power outage, difficulty with telephone or cable lines or satellite communications, difficulty with any Hardware, the Software, or the Service Provider, computer virus or related problem, or cessation of the operation of the Service Provider or the arrangement between the Bank and the Service Provider, prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken.
- If your funds are being held or frozen or are subject to legal proceedings.
- If the funds in the Deposit Account are unavailable (funds are only conditionally credited until they become available for withdrawal).
- If your Password/PIN has been reported lost or stolen or if we have any other reason to believe that the 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 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 and money market deposit accounts).
- If the Deposit Account has been closed.
- If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.
- There may be other exceptions stated in this or any other applicable agreement that we may have with you.

**18. Limits on Bank's Liability.** Our liability for electronic fund transfers made to or from Deposit Accounts is also governed by Sections 17 and 19 of this Agreement. If any provision herein is inconsistent with any provision of Section 17 or Section 19 or any provision of applicable law that cannot be varied or waived by agreement, the provisions of those Sections or applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any Synergy Bank Digital Service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement,



except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the Bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Bank has been informed of the possibility of such damages), including, without limitation, attorney's fees. The Service Providers are independent contractors and not the Bank's agents. The Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Providers.

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 SYNERGY BANK DIGITAL SERVICE, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. 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, natural disasters, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by the Service Provider or another bank or financial institution to execute any bank transfer or bill payment. In addition, the Bank shall be excused from any failure or delay in executing a bank transfer or bill payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that the Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service provider, any Internet access service provider, any Federal Reserve Bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed the Bank's agent.

**19. 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 our Digital Service. You have the obligation to immediately notify the Bank if your Password/PIN has been lost or stolen, or if someone has transferred funds from your account through our Digital Service without your permission (or is contemplating do so). The following provisions of this Section apply only to your liability for unauthorized electronic fund transfers. An "unauthorized electronic fund transfer" means an electronic fund transfer from a Deposit Account that is initiated by another person without your authority to initiate the electronic fund transfer(s) and from which you receive no benefit. The term does not include any Synergy Bank Digital Service electronic fund transfer that is initiated by a person to whom you furnished your Password/PIN, unless you have notified us that electronic fund transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification. We may require that the notice be in writing. You could lose all the money in your Deposit Account, some or all of the money in any linked account, or up to your maximum overdraft line of credit (if applicable), if you fail or refuse to immediately advise the Bank of the unauthorized use of your Password/PIN. If your statement shows electronic fund transfers that you did not make, tell us at once. If you do not tell us within sixty (60) calendar days after we notified or mailed to you the FIRST statement on which the problem or error appeared, you shall not be entitled to assert a claim against the Bank, nor be entitled to any damages from the Bank, as to said unauthorized transfers. This sixty (60) day limitation is without regard as to the standard of care exercised by the Bank.



**If you believe your Password/PIN has been lost or stolen or that someone has transferred or may transfer money from a Deposit Account without your permission call: (985) 851-2217**

**Or write: Synergy Bank  
Attn: Digital Services Department  
P. O. Box 2166  
Houma, LA 70361-2166**

**20. Rejection of Payment Orders; Overdrafts.** You acknowledge that the Bank or the Service Provider may from time to time, in its sole discretion, reject any bank transfer or bill payment request (any "payment order") or return any bank transfer or bill payment (a) if there are insufficient or unavailable funds in the Deposit Account or the Deposit Account has been closed or is frozen, (b) if the payment order does not conform to the terms of this Agreement or the Software, or (c) if the payment order appears to be a duplicate, but neither the Bank nor the Service Provider is under any obligation to recognize that a payment is a duplicate and you should not rely on the Bank or the Service Provider to do so. If a payment order is rejected or a bank transfer or bill payment is returned, either the Bank or the Service Provider will notify you and you will have the sole obligation to remake the payment order in accordance with the terms of this Agreement and the Software. The Bank or the Service Provider may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer or bill payment even though an overdraft to the account results. To the extent permitted by applicable law, you agree that neither the Bank nor the Service Provider will have any liability whatsoever for refusing to accept any payment order or rejecting or returning any bank transfer or bill payment. If an overdraft occurs in a Deposit Account, you agree to deposit 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.

**21. Disclosure of Deposit Account Information to Third Parties.** You agree that we may from time to time, under the following circumstances, disclose to third party's information about your Deposit Account or the transactions that you make through our Digital Service:

- A. Where it is necessary for completing bank transfers or bill payments or providing any other service in connection with our Digital Service; 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.

**22. 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 Terms and Conditions for your Deposit Account(s), which includes the Fee Schedule, the Schedule of Funds Availability, the Bank's Electronic Fund Transfer Disclosure, the applicable account disclosures, the agreements governing the Loan 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 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 of Louisiana.

- 23. Amendments.** We may amend this Agreement from time to time. Each amendment will be affected by our mailing or otherwise delivering the amendment, 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 posting it on our Web Site or in our full-service branch offices at least ten (10) calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: (a) if the Software or the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.
- 24. Termination.** You agree that we may cancel or restrict your use of our Digital Service or any component thereof at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may cancel our Digital Service or any component thereof by written request to the Bank at any time. If you cancel the bill payment service, all unprocessed payment requests (Those that have been delivered to the Bank and those still in Pending Status) will be processed by the bank in accordance with this Agreement, unless we are specifically requested by you to stop payment on any such items in accordance with this Agreement.
- 25. Assignment.** You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and assigns of either party.
- 26. 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.
- 27. Choice of Forum and Jury Trial Waiver.** In the event any litigation is instituted to enforce or interpret the terms of this Agreement, you agree that the exclusive forum therefore shall be the 32nd Judicial District Court of Terrebonne Parish, Louisiana. If 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.
- 28. Ownership of Materials.** The content and information on our Web Site and Digital Service is the property of Synergy Bank and/or its Service Provider. It should not be duplicated or copied by any means.



## Synergy Bank

### Mobile Banking Terms & Conditions

Thank you for using the Mobile Money Services ("Services") and any related Software ("Software") provided by Synergy Bank ("The Bank") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following Terms and Conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. The Bank in its discretion may modify these Terms and Conditions at any time. **Standard messaging charges apply.**

#### Terms and Conditions:

- a) Program: The Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with The Bank as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the Digital User Interface. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.
- b) Questions: You can contact us at "[www.banksynergy.com](http://www.banksynergy.com)" or 985-851-2217, or send a text message with the word "HELP" to this number: [662265]. We can answer any questions you have about the program.
- c) To Stop the Program: To stop the messages from coming to your phone, you can opt out of the Program via SMS. Just send a text that says "STOP" to this number: 662265. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- d) The Services and/or Software may not be available at any time for any reason outside of the reasonable control of The Bank or any service provider.

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



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



**Synergy Bank**  
**Mobile Deposit Service**  
**Addendum to our Mobile Banking Terms & Conditions**

Your use of the Synergy Bank Mobile Deposit Service is governed by the terms of this Addendum. (You may review the Terms and Conditions within the mobile banking app) If we make changes to this Addendum, we will update the Addendum via e-mail or on our website.

Your enrollment in the Synergy Bank Mobile Deposit Service constitutes your agreement with the terms and conditions and this Addendum. Terms used herein but not defined shall have the meaning assigned to them in the Original Terms & Conditions. You acknowledge that you have read this Addendum and will retain a copy for your records.

In this Addendum, the words "you" and "your" refer to you as the person or business entity entering this Addendum. The words "you" and "your" also include any user you authorize to use the Synergy Bank Mobile Deposit Service on your behalf. The words "we," "us," and "our" refer to Synergy Bank.

***Synergy Bank Mobile Deposit Service***

- A. Description of the Synergy Bank Mobile Deposit Service.** The Service enables you to use a Synergy Bank Mobile Banking application and certain hardware (such as a smartphone or other mobile device) approved by us to (i) create electronic images of the front and back of certain Paper Items<sup>1</sup> and (ii) transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Addendum. "Electronic Item" means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:
1. create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the "Paying Bank");
  2. include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
  3. present or post any Electronic Item for which we are the Paying Bank.
- B. Qualification.** In order to enroll in the Service, you must be designated as an owner of a Synergy Bank Account (the "Account") that is eligible for this Service.
- C. Conditions to Provision of the Service.** As conditions to Bank's provision of the Service, you shall (a) maintain the Account in good standing, (b) subscribe to Synergy Bank Online and (c) comply with such restrictions on the Service as we may communicate to you from time to time.
- D. Fees. The Service is provided at no charge to you. We may, upon at least 30 days prior notice to**

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<sup>1</sup> A "Paper Item" is an item that is in paper form. For purposes of this Addendum, an "Item" includes a check, a substitute check, purported substitute check, draft, demand draft, preauthorized draft, image replacement document, money order, cashier's check or traveler's check.



you, to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at Synergy Bank from which fees for the Service will be debited (your "Billing Account"). Any applicable fees for the Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have enough available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us. Additionally, data fees may apply from your mobile carrier.

- E. **Hardware.** In order to use the Service, you must use an approved Smartphone that is equipped with a camera. Synergy Bank will not provide any hardware necessary to utilize this product.
- F. **Creating and Transmitting Electronic Items to Synergy Bank.** You shall use hardware approved by Synergy Bank, and the Synergy Bank Digital Banking to create electronic images of checks and other Paper Items that you wish to deposit to your Account by means of the Service, and to transmit your Electronic Items to us. The following items may not be deposited through the Service: international checks, remotely created checks (whether in paper form or electronically created), checks drawn against a line of credit, or cash. Except as noted in the preceding sentence, only checks, money orders, cashier's checks, or traveler's checks, drawn on or payable at or through a U.S. bank, can be transmitted through the Service. Additionally, only Items that are made payable to, and indorsed by, you may be transmitted through the Service. Items presented for Mobile Deposit must be indorsed "For Mobile Deposit Only."
- G. **Processing Your Electronic Item(s).** If you transmit your Electronic Item(s) to Synergy Bank before the cut-off time we separately disclose to you (the "Cut-Off Time") on any Business Day<sup>2</sup>, we shall review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Item(s) to us after the Cut-Off Time on any Business Day, we shall review and process your Electronic Item(s) on the next Business Day. Your Electronic Item(s) is deemed to have been received by the Bank when the Service generates a confirmation message.
- H. **Exception Items.** Each Business Day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service (each, an "Exception Item"). "Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. We will notify you of each Exception Item through the Synergy Bank Digital Services Banking, or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your Account, you shall do so only by depositing the original Paper Item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to Synergy Bank under Paragraph K.

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<sup>2</sup> A "Business Day" is every day except Saturdays, Sundays, Federal Holidays and any other day the bank may be closed.



- I. **Deposits to the Account.** Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the Account on the Business Day that we process the Electronic Item, provided its transmission to us is prior to the Cut-Off Time. In addition, an Electronic Item will be deemed to have been deposited at the office where the Account is maintained.
- J. **Security Procedures.** Any individual authorized by you to access the Service (a "User") shall do so by entering a username and a password, or other unique identifier that may be required (collectively referred to herein as "Security Credentials"). No person employed by Synergy Bank shall have access to any Security Credentials you or your Users create. From time to time, we may require you to use additional security and authentication procedures.
- K. **Your Warranties to Synergy Bank.**

You represent and warrant to Synergy Bank that:

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO

- I. EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE,
- II. FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT SYNERGY BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND
- III. USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY SYNERGY BANK IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

K.1. You will use the Service only for Paper Items that are payable to, and indorsed by, you.

K.2. You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original Paper Items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original Paper Items for a minimum of five (5) calendar days, but no longer than fourteen (14) calendar days, from the transmission date ("Retention Period"). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items. During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely and irretrievably destroy original Paper Items from which you have previously created and submitted to us an Electronic Item.

K.3. You will not submit any duplicate Electronic Items to us.

K.4. You will not deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us an Electronic Item, unless we have notified you that the Electronic Item is an Exception Item.

K.5. You will transmit to us only Electronic Items that are suitable for processing, including, but not limited to, Electronic Items that are legible and contain machine-readable MICR data.



- K.6. You will review and verify for accuracy the information contained in the Electronic Item(s) before you transmit it to us.
- K.7. You will only transmit Electronic Item(s) that are drawn on or payable at or through banks located within the United States.
- K.8. You will not store or make a back-up copy of the Electronic Item(s).
- K.9. Any User of the Service is at least 18 years of age.

**L. Your Agreement to Indemnify Synergy Bank.** You will indemnify, defend, and save harmless Synergy Bank, its parent company and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Paragraph K, "Indemnitees") from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):

- L.1. Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to, (i) duplicate scanning of the same original Paper Item, (ii) transmission of duplicate Electronic Items, (iii) calculation errors of deposit totals, (iv) numerical errors on deposit data entry, and (v) fraudulent or unauthorized use of your hardware or Security Credentials.
- L.2. Any material breach in a representation, warranty, covenant, or obligation of you contained in this Addendum;
- L.3. The violation of any applicable law, statute, or regulation in the performance of your obligations under this Addendum;
- L.4. Synergy Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Item or an illegible Electronic Item;
- L.5. Our presenting to Paying Bank an Electronic Item for payment; and
- L.6. Your failure to (i) securely maintain your hardware or the original Paper Items, or (ii) properly and timely dispose of original Paper Items in accordance with Paragraph J.2, in which event such Losses and Liabilities shall include without limitation consequential damages.

This Paragraph L shall survive the termination of the Service.

- M. Termination.** You or we may terminate the Service at any time. In the event your use of the Service is terminated, we may require you to return any hardware that we provided to you free of charge.
- N. Right to Audit.** We may periodically audit and verify your compliance with this Addendum. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by Synergy Bank in the course of such audit.
- O. Entire Agreement; Conflicting Terms.** This Addendum forms part of and is incorporated by reference into the Original Terms & Conditions. Except as amended by this Addendum, the Original Terms & Conditions remains in full force and effect. In the event of any conflict between this Addendum and the Original Terms & Conditions, this Addendum shall govern with respect to the Service.

**Synergy Bank, Member FDIC**