

**Synergy Bank**  
**Online Banking Agreement and Disclosure Statement**

By subscribing to certain online banking 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, "Online Banking Service" or "Service"), or by your initial access to Synergy Bank's Online Banking Service, 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 Online Banking 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 Online Banking 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 Online Banking 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 Online Banking Service that is hosted by our Online Banking Service Provider (the "Service Provider"). The Service Provider will act as an interface between you and the Bank. To be able to use our Online Banking 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 Online Banking Service solely for the services described in this Agreement and designated by you in the Application or subsequently designated by you as provided in Section 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 Retail Online Banking to have direct access to consumer accounts via the Retail Online Banking System. You will accept the Bank's "Online Banking Agreement and Disclosure Statement" (User Agreement) at time of enrollment. You will be required to provide your Email Address, Account Number, Security Question and Answer and the last four digits of their Tax Identification Number or TeleBanc PIN. The Account Number and TIN (or TeleBanc PIN) are validated against the Core Processing System to ensure authentication of enrollment. After you have provided information, you will then be prompted to create a secure Access ID and Password to gain entry into the Retail Online Banking System. Access ID must be at least 6 characters. Passwords must be 6-16 characters and a combination of numbers and letters, containing at least one numeric character and one alpha character. Access ID and Password are Case Sensitive. Any information omitted from the Validation procedures will reject Retail Online Banking enrollment. Any new accounts opened by you will be added to your online access.

You may add or delete any account on Business Online Banking Application and Resolution for which you are depositor, borrower, authorized signer, or authorized user, and you may add or delete Online Banking Services selected by submitting a change on our "Business Online Banking 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 Online Banking 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 the "Options" button then "Passwords". 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 ONLINE BANKING SERVICE. You agree that any Online Banking 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 Online Banking Service to view any information or initiate any transaction on any of the Accounts to the same extent as you, including viewing information or initiating transactions on Accounts to which that person does not otherwise have access. As such, your sharing of your 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 so as to deny the third party's access to your banking information. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your Password/PIN through no fault of the Bank.



Never leave your computer or access device unattended while accessing the Online Banking 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 Online Banking 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 Online Banking Service are Monday through Friday, excluding holidays. You may access the Accounts through our Online Banking 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. **Online Banking Service.** You may use our Online Banking 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	6:30 p.m. C.S.T.
Loan Payments/Loan Advances	6:30 p.m. C.S.T.
Stop payments	6:30 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 Online Banking 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 Online Banking 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 6:30 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 6:30 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 6:30 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 Online Banking 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 Online Banking Service. Stop payment requests submitted through the Online Banking Service must be initiated by 6:30 p.m. 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 Online Banking 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 Online Banking 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 Online Banking 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 Online Banking Service. At the time any account is closed (whether by you, by us, or otherwise) or any Online Banking 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 Online Banking 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 Online Banking 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 Online Banking 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 ONLINE BANKING 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 Online Banking 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 Online Banking 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 Online Banking 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: eBanking 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 cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Deposit Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

- 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 parties information about your Deposit Account or the transactions that you make through our Online Banking Service:
- A. Where it is necessary for completing bank transfers or bill payments or providing any other service in connection with our Online Banking 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 effected 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 Online Banking Service or any component thereof at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may cancel our Online Banking 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 32<sup>nd</sup> Judicial District Court of Terrebonne Parish, Louisiana. In the event that the Bank is the prevailing party, the Bank shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred including, but not limited to, those incurred incident to any appeal. YOU AND THE BANK HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR THE BANK, WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.
- 28. Ownership of Materials.** The content and information on our Web Site and Online Banking Service is the property of Synergy Bank and/or its Service Provider. It should not be duplicated or copied by any means.

