

# REGULATION E

Landmark Bank  
LANDMARK BANK Clinton  
P O BOX 967  
CLINTON , LA 70722  
June 6, 2017

This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.

## 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 an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. 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 the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

### INTERNET BANKING SERVICES

#### 24 HOUR ACCESS TO YOUR ACCOUNT

**Types of Transactions:** You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- \* Transfer funds between eligible accounts.
- \* Obtain balance information on eligible accounts.
- \* Review transactions on eligible accounts.
- \* Make loan payments.
- \* Stop payment requests.
- \* Online bill payment.
- \* Order checks.
- \* Allow export of transaction history to personal finance manager.
- \* Funds Transfers, Check Ordering and Stop Payments

#### Limitations on Frequency and Amount:

- \* Limitations on Frequency and Amount: according to Federal Regulations, you may not make more than six (6) preauthorized or automatic transfers from your money market account during a given monthly statement period. There are no limits on the number or dollar amount of transfers or payments you make from your checking account. Balances shown online are as of close of business for the prior day. Balances may include deposits subject to verification by us. The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account.

The Electronic Fund Transfer Act (Reg.E), states that you have certain stop payment rights and obligations as they relate to "Preauthorized Electronic Fund Transfers". These transfers are authorized in advance and scheduled to recur on a regular basis. You may stop payment on any Preauthorized Electronic Fund Transfer by calling or writing us at the address or phone number listed on this site, at least 3 business days before the payment is scheduled to be made. If you telephone us, we may ask that you send us your request in writing within 14 days after you call. We will charge you our normal stop payment service charge as listed in our fee schedule for each stop payment order you give

- \* For security purposes, there are limits on the frequency and amount of transfers you may make using this Online Banking Service.

#### Fees and Charges for Online Service:

- \* CONSUMER ACCOUNTS: Basic Internet Services - no monthly access fee and no fee per transaction. Bill Payment Services: no monthly access fee and no fee per transaction.

#### COMMERCIAL ACCOUNTS:

Small Business: Basic Internet Service - no monthly access fee and no fee for the first 15 bill pay transactions. Small Business Internet Banking is limited to 15 bill pay transactions per month.

Cash Management Services: For Business Accounts with over 15 bill payments per month. Please contact the bank for more information.

- \* There is no charge for Basic Internet Service for Consumers or Small Business Commercial Accounts. There is no charge for Bill Pay Service for Consumers or Small Business Commercial Accounts

### AUTOMATIC TELLER MACHINE (ATM) SERVICES

#### STANDARD ATM SERVICES

**Types of Transfers:** You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the ATM Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- \* Withdraw cash from your checking account.
- \* Withdraw cash from your savings account.
- \* Transfer funds between your checking and savings accounts.

- \* Obtain balance information on your deposit accounts.
- \* ADDRESS AND TELEPHONE NUMBERS. IF YOU BELIEVE YOUR CARD/PIN HAS BEEN LOST OR STOLEN OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR ACCOUNT WITHOUT YOUR PERMISSION, CALL: 225-683-3371 OR WRITE: LANDMARK BANK P.O. BOX 967 CLINTON LA 70722.

**Limitations on Frequency and Amount:**

- \* You may withdraw up to a maximum of \$200.00 (if there are sufficient funds in your account) per day.
- \* For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs.

**Fees and Charges for ATM Transactions:**

- \* There is no charge for ATM withdrawals at machines owned by us.
- \* There is a \$1.00 charge for each ATM withdrawal at machines we do not own.
- \* ALTHOUGH WE DO NOT CURRENTLY CHARGE A FEE FOR TRANSACTIONS THROUGH OUR PROPRIETARY ATM'S YOU MAY BE SUBJECT TO A FEE WHEN USING NON-PROPRIETARY ATM'S. BALANCE INQUIRY AT ANOTHER BANK'S ATM \$.50.

INTERNATIONAL TRANSACTIONS - If you conduct a transaction involving only U.S. dollars with the ATM/Debit card in a country outside of the United States of America, Puerto Rico or the US Virgin Islands, there will be a transaction fee of .8% of the transaction amount that will appear on your monthly statement.

If you conduct a transaction involving multiple currencies with the ATM/Debit card in a country outside of the United States of America, Puerto Rico or the US Virgin Islands there will be a transaction fee of 1.00% of the transaction amount that will appear on your monthly statement.

- \* There is a Replacement Card Fee of \$10.00 per card.

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

**ELECTRONIC TRANSFER**

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- \* Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

**Limitations on Frequency and Amount:**

- \* TRANSFERS FROM A MONEY MARKET DEPOSIT ACCOUNT TO ANOTHER ACCOUNT OR TO THIRD PARTIES BY PREAUTHORIZED, AUTOMATIC, OR TELEPHONE TRANSFER ARE LIMITED TO SIX PER MONTH OR STATEMENT CYCLE WITH NO MORE THAN SIX BY CHECK, DEBIT CARD OR SIMILAR ORDER TO THIRD PARTIES. .

**Fees and Charges:**

- \* We do not charge for any preauthorized EFTs.
- \* We will charge \$30.00 for each stop-payment order for preauthorized transfers.

**DIRECT DEPOSIT**

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- \* Accept direct deposits from your employer or other financial institutions to your checking or savings account.

**Fees and Charges:**

- \* We do not charge for any preauthorized EFTs.
- \* We will charge \$30.00 for each stop-payment order for preauthorized transfers.

**PRE AUTHORIZED DEBIT**

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- \* Pay certain recurring bills from your checking or savings account.

**Fees and Charges:**

- \* We do not charge for any preauthorized EFTs.
- \* We will charge \$30.00 for each stop-payment order for preauthorized transfers.

**CHECK CARD**

WORKS LIKE A CHECK WITHOUT THE HASSLE

**Types of Transactions:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. Your Primary Account number and information may be obtained from the POS Request Form.

**Limitations on Frequency and Amount:**

- \* TRANSACTIONS ARE LIMITED TO THE LESSER OF YOUR AVAILABLE BALANCE OR \$2000.00 OF OUTSTANDING DEBIT CARD TRANSACTIONS AT ANY ONE TIME. ALL CHECK CARD TRANSACTIONS SHOULD BE RECORDED IN YOUR CHECK REGISTER IN ORDER TO MAINTAIN A RECORD OF FUNDS AVAILABLE.

AS AN ADDED SECURITY MEASURE LANDMARK BANK REQUIRES CUSTOMERS TO PARTICIPATE IN VERIFIED BY VISA WHEN MAKING A PURCHASE ONLINE. THIS PROGRAM REQUIRES THAT A CUSTOMER ACTIVITATE A PASSWORD TO BE USED WHEN SHOPPING ONLINE WITH A PARTICIPATING ONLINE STORE.

CUSTOMERS AGREE NOT TO USE THEIR CHECK CARD IN ANY ILLEGAL ACTIVITY.

**Fees and Charges:**

- \* INTERNATIONAL TRANSACTIONS - If you conduct a transaction involving only U.S. dollars with the ATM/Debit card in a country outside of the United States of America, Puerto Rico or the US Virgin Islands, there will be a transaction fee of .8% of the transaction amount that will appear on your monthly statement.

If you conduct a transaction involving multiple currencies with the ATM/Debit card in a country outside of the United States of America, Puerto Rico or the US Virgin Islands there will be a transaction fee of 1.00% of the transaction amount that will appear on your monthly statement.

#### ANYTIME BANKING

24 HOUR BANKING ANYTIME, ANYPLACE

**Customers can request Anytime Banking Access to their accounts at the time their account is opened or by contacting a Customer Service Representative at the Clinton or Zachary Office.**

**Types of Audio Response Services:** You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- \* Transfer funds between your deposit accounts.
- \* Give you tax information on interest earned or paid on your accounts.
- \* Obtain balance information on your deposit accounts.
- \* Determine if a particular check has cleared your account.

**Limitations on Frequency and Amount:**

- \* You are limited to the following number of inquiries, transfers or withdrawals: MERCHANT FUNDS AVAILABILITY INQUIRIES ARE LIMITED TO THREE PER CALL AND TO AMOUNTS UNDER \$2500.00.
- \* There is no limit on the amount of any transfer or withdrawal from the funds in your deposit accounts.

**Fees and Charges for Audio Response Transactions:**

- \* BALANCE INQUIRY - FREE LAST SIX TRANSACTIONS CLEARED - FREE.

**Other EFT Transactions.** You may access certain account(s) you maintain with us by other EFT transaction types as described below.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Re-presented Check Transactions and Fees.** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

**NOTICE: ELECTRONIC FUNDS TRANSFER ACT "REGULATION E" DOES NOT APPLY TO BUSINESS/COMMERCIAL ACCOUNTS.**

**Liability for Unauthorized VISA Debit Card Transactions.** The following limitations may be applicable to your accounts, except as provided by law:

The zero liability limit described below only applies to debit cards that are United States issued VISA Consumer Cards or VISA Business Cards for transactions processed through a VISA network or, for ATM transactions, a Plus network. The zero liability limit described below does not apply to: (a) other types of VISA commercial debit cards that are not VISA Business Cards; (b) transactions using your personal identification number that are not processed through a VISA network; and (c) ATM transactions which are not sent over VISA or Plus networks.

Tell us **AT ONCE** if you believe your VISA debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your VISA debit card. Your liability for unauthorized VISA debit card transactions that are processed through a VISA or Plus network, as applicable, will be zero dollars (\$0.00). However, to the extent allowed under applicable law (see for example the **Liability for Unauthorized Transfers** paragraph below) we may hold you liable for the entire amount of an unauthorized transaction if we find, based on substantial evidence, that you have been grossly negligent or fraudulent in the handling of your deposit account or VISA debit card.

For VISA Business Cards: (a) in order for an unauthorized transaction to be covered by the zero liability limit described above you must notify us within sixty (60) calendar days of the mailing of the first statement showing the unauthorized transaction; and (b) an "unauthorized transaction" does not include any transaction allegedly conducted by (i) a business co-owner, (ii) the cardholder or person authorized by the cardholder, or (iii) any other person with an interest in or authority to transact business on the account.

To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience. We may require you to provide a written statement regarding an unauthorized VISA debit card transaction in order for the zero liability limit described above to be applied.

VISA is a registered trademark of Visa in the United States and other countries.

**In addition to the limitations set forth above, the following limitations may be applicable to your accounts:**

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, Audio Response PIN, or online banking PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 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 someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or other such 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 periods. 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 (225) 683-3371, or write us at LANDMARK BANK, P O BOX 967, CLINTON, LA 70722. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Illegal Transactions.** You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may

collect on any debt arising out of any illegal or unlawful transaction.

**Business Days.** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

**Documentation.**

**Periodic Statement.** You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

**Terminal Receipt.** You can get a receipt at the time you make a transfer to or from your account using an ATM or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

**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 (225) 683-3371 to find out whether or not the deposit has been made.

**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.
- \* 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.
- \* There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at (225) 683-3371, or write us at **LANDMARK BANK, P O BOX 967, CLINTON, LA 70722** 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 the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- \* Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the 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 credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

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

- \* To complete transfers as necessary;
- \* 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 government agency or court orders; or
- \* If you give us your written permission.

**Personal Identification Number (PIN).** The ATM PIN, POS PIN or Audio Response PIN 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 ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**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 attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of ATM, POS and Audio Response Services.** You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- \* You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
- \* We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
- \* We notify you or any other party to your account that we have cancelled 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.

#### **Preauthorized Electronic Fund Transfers.**

**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's how: Call us or write to us at the telephone number or address set forth above, 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. We will charge you \$ 30.00 for each stop payment order you give.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 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 damages.

**Other Provisions.** 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.

#### **EStatements. eStatements Disclosure**

##### Electronic Delivery of Statements

In order to receive your Landmark Bank statement in electronic form you must consent electronically, or confirm your consent electronically, by agreeing to the terms of this disclosure by checking I Agree at the end of this disclosure. If you check I Do Not Agree you will be unable to enroll in eStatements. Your electronic consent demonstrates to the Bank that you are able to access information in the electronic form that will be used to provide your statement.

By completing the consent agreement you agree to permit Landmark Bank ("The Bank") to make disclosures and provide notices to you in electronic form, instead of providing such notices and disclosures in written form.

Your consent and agreement shall relate to all forms of disclosures and notices required under applicable law as a result of the various agreements between you and the Bank and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time.

Other Federal and State laws and regulations ("laws") may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your election also authorized us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these laws after they become effective.

##### Terms and Conditions of Your Electronic Statement Agreement

By entering into this Agreement, you accept all the terms and conditions contained in the agreement. Please read it carefully.

The terms and conditions of your Account Agreement and Disclosure for each of your bank accounts as well as your other agreements with the Bank such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Louisiana. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

##### Definitions

"We", "Our", "Us" or "The Bank" mean Landmark Bank.

"You" and "your" refer to the account owner(s) authorized by the Bank to receive eStatements under this Agreement.

"Account" or "accounts" means your accounts at the Bank.

"Business days" means any calendar day other than Saturday, Sunday, or any holidays recognized by the Bank.

##### Consent to Electronic Delivery of Account Statements

You have the right to receive monthly, printed Account statements mailed to your mailing address of record. By entering into this Agreement, you understand that the Bank will cease providing you with printed statements in the mail, and that all future account statements will be maintained on a website that you may access to obtain, review, print and otherwise copy/download your periodic statements. Each month we will send a notice to you advising you of the availability of your eStatement. You may then access your statement via a link to our website using the procedures we authorize. You agree to notify us immediately, in person, via telephone or via U.S. Mail, of any change in your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail.

You understand that if you decide in the future that you would like to receive printed statements in the mail instead of receiving eStatements electronically, you agree to notify the Bank in person, via telephone, or via U.S. Mail. Our telephone number and postal mail address are listed below in the section entitled "Communications between the Bank and You."

If you have a Reward Checking account, you must receive your e-Statements online or your account will be closed, or changed to a type of account that offers paper statements.

##### Security

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your Landmark Bank accounts as soon as you receive/access it. You agree to protect the confidentiality of your account and account number, and your user ID and password. You understand that your user ID and password by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via eStatement from the secured site is not encrypted. Any data

stored on your personal computer after being transferred from the secure site is not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others. You agree that Landmark Bank has no control as to the persons who have access to your personal computer and your password once they are in your possession. Landmark Bank will not be liable for any unauthorized access to your personal computer or On-line banking account using your password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

**Password Security.** For security reasons, we will require the use of an individualized password to gain access to your Landmark Bank statements. If you are prevented access due to incorrect password, please contact us at (225) 683-3371.

Your logon password is confidential information that should be known only by you. Landmark Bank will not, for any reason, ask for your logon password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your logon password confidential.

#### Periodic Statements

By enrolling to receive eStatements, you will not receive a separate printed and mailed statement.

Your eStatement will be dated the day of the e-mail notifying you of the availability of your eStatement (the "E-mail Date"). You must promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in your Account Agreement and Disclosure of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone else to access/review your statement, you are still fully responsible to access/review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the eStatement.

If you need to obtain a printed copy of a statement that has not been mailed to you because you have enrolled to receive eStatements instead, please call the bookkeeping department at (225) 683-3371, ext. 223. A fee of \$7.50 will be charged for a paper statement.

If you wish to receive a paper copy of a disclosure or other information that is presented to you electronically, please call customer service at (225) 683-3371, ext 213 or write to Landmark Bank, Customer Service Department, P. O. Box 967, Clinton, LA 70722.

#### Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one-account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

#### Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under this Agreement. We do not and cannot warrant that eStatements will operate without error, or that eStatements will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of eStatements, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through eStatements.

#### Communications between the Bank and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Telephone: You can contact us by telephone at: (225) 683-3371  
Facsimile: You can send a fax to us at: (225) 683-5141  
Postal Mail: You can write to us at: P. O. Box 967, Clinton, LA 70722

#### Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically via e-mail, notice with instructions/links or via an e-mail with attached disclosures. You agree to notify us immediately of any change in your e-mail address.

We will send all notices, attachments and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly in person, in writing (by letter sent via U.S. Mail), or by calling us at (225) 683-3371, of any change of your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail. If you have not notified us in writing of any change of your e-mail address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part. If we become aware that you are not receiving e-mail, we will send all notices, attachments and/or documents to you via U.S. Mail to your last address known to us.

Other information to be delivered to you at a later date includes but is not limited to: regulatory disclosures, pas due notices, NSF, Loan Notices, etc.

#### eStatement Procedures

You will receive an e-mail shortly after the end of each statement period (not all accounts generate monthly statements) with your eStatement. You may link to the Bank's eStatement site by clicking on the link in the e-mail. Clicking this link will take you to the Logon page for eStatements. You will need to enter your user ID and password to view your eStatement.

#### Hardware and Software Requirements

We recommend Internet Explorer 5.5 Service Pack 2 or higher but can support any browser with 128-bit encryption capabilities (i.e. Netscape 4.03 or higher). To access, download, and print eStatements, you need to have a personal computer with Internet and email access. You must also have Adobe Acrobat Reader 5.0 or higher. To download a free copy of Adobe Acrobat Reader, please go to <http://www.adobe.com>.

#### Viewing Requirements:

It is your responsibility to ensure that, if your Internet Service Provider filters your e-mail for SPAM, your filter is set to allow e-mails from

LandmarkBankla.com in order to receive monthly notifications when your periodic account statement is available online.

#### **ATM SAFETY TIPS**

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety tips:

- \* Be aware of your surroundings, particularly at night.
- \* Consider having someone accompany you when the automated teller machine is used after dark.
- \* It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- \* Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.
- \* Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- \* Go to the nearest public area where people are located if you are followed after making a transaction.
- \* Report all crimes to law enforcement officials immediately.