



HERITAGE BANK OF ST. TAMMANY INTERNET BANKING AGREEMENT

TERMS AND CONDITIONS

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

Introduction-

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at HERITAGE BANK OF ST. TAMMANY ("Heritage Bank of St. Tammany", "we", "us" and "our") via our online Internet Banking site(s) ("Internet Banking"). As used in this Agreement, the terms "you" and "your" refer to each person signing an Internet Banking Application.

Benefits of Internet Banking-

Through Internet Banking, you can manage eligible accounts from your home or office on a personal computer. Internet Banking can be used to conduct any of the following "On-line Financial Services":

Obtain balances and transaction histories on all eligible accounts enrolled in Internet Banking (All account balances and transaction histories reflect activity through the close of the previous banking day); Transfer money between eligible accounts (The number of transfers you can make from account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires); transfer money to pay Heritage Bank of St. Tammany for overdraft protection, consumer loans, home equity loans and lines of credit, or certain other eligible loans; and pay bills to any merchant, financial institution or an individual with a U.S. address.

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

Security & Protecting Your Account-

We are strongly committed to protecting the security and confidentiality of our customer accounts information. We use several techniques to help secure our Internet Banking service, including the following:

- You can only access Heritage Bank of St. Tammany with certain browsers that have a high security standard.
- Your account numbers are never displayed in full.
- You must have a valid Internet Banking ID and personal identification number ("PIN") to logon.
- If no action is taken with-in your allotted time, you will be automatically logged off the Internet Banking site.

Requirements-

To access On-line Financial Services you must have:

On-Line Banking System

Operating Systems:

- Windows 7, 8, 10
- Mac OS X 10.3.5 High Sierra
- iOS 11 (iPad Pro)
- iOS 11 (iPhone 7 and above)
- Android 9.0 Oreo (Samsung Galaxy S9+, and Google Pixel 2)

Browsers:

Online Banking Customer UI –

- Internet Explorer 11.0
- Google Chrome 68
- Firefox 61
- Safari 11, 11.4

On-Line Bill Payment Service

Operating Systems:

- Windows 7, 8, 10
- Mac OS X 10.3.5 High Sierra
- iOS 11 (iPad Pro)
- iOS 11 (iPhone 7 and above)
- Android 9.0 Oreo (Samsung Galaxy S9+, and Google Pixel 2)

Browsers:

- Internet Explorer 11.0
- Google Chrome 68

- Firefox 61
- Safari 11, 11.4

In addition to compatible software, you must have an Internet Banking ID and maintain one or more eligible accounts at Heritage Bank of St. Tammany.

*Any account that requires two or more signatures to make withdrawals, transfers or other transactions is eligible for On-line Financial Services viewing only.

Accessibility-

You can usually access On-line Financial Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Internet Banking or On-line Financial Services may not be available due to system maintenance or reasons beyond Heritage Bank of St. Tammany's control. Heritage Bank of St. Tammany does not warrant that Internet Banking or On-line Financial Services will be available at all times. When unavailable, you may use an automated teller machine ("ATM") or a Heritage Bank of St. Tammany branch office to conduct your transactions. An On-line Financial Service transaction initiated prior to 5:00 PM (Central Time) on a banking day is posted to your account the same business day. All transfers completed after 5:00 PM (Central Time), or on a non-business day, will be posted the following business day. An On-Line Bill Payment service transaction initiated prior to 3:00 PM (Central Time) on a banking day is processed the same business day. All Bill Payment service transactions initiated after 3:00 PM (Central Time), or on a non-business day, will be processed the following business day.

Restrictions-

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Internet Banking or On-line Financial Services. You may not gain, or attempt to gain, access to any Internet Banking and/or On-line Financial Service server, network or data not specifically permitted to you by Heritage Bank of St. Tammany or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with Heritage Bank of St. Tammany or its suppliers.

Mobile Banking-

Electronic banking also includes Mobile Banking. You can use Mobile Banking via a smart phone, Tablet, or other capable devices to check the balance of your Heritage Bank accounts, view account histories, transfer funds between your accounts, mobile check deposit and bill pay. You authorize us to request your mobile carrier to use your mobile subscriber details for verifying your identity. Those details may include, among others, name, billing address, email, phone number, and any thumbprints stored in the device for identifying users. You must be signed up for Online Banking in order to use Mobile Banking.

Password-

For security purposes, you are required to change your password upon your initial login to electronic banking. You determine what password you will use and the identity of

your password is not communicated to us. You agree that we are authorized to act on instructions received by you or by someone who has gained access to your account by you, whether intentionally or unintentionally if the bank has not been notified and has no reason to believe the instructions did not come from you. **You accept responsibility for the confidentiality and security of your password and agree to change your password regularly.** You will be required to change your password every 180 days. You will receive an email from Heritage Bank 10 days before your password is set to expire and every day therein until it is changed. When specifying a new password you will not be able to re-use any of the last 6 passwords that you may have already used. Your new password must consist of at least 8 characters, of which at least 1 must be alphabetic, 1 numeric and 1 special character. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, mother's maiden name or names of children, and should be memorized rather than written down.

Upon three unsuccessful attempts to use your password, your access to electronic banking will be revoked. To re-establish your authorization to use electronic banking, you must contact us to have your password reset or to obtain a new temporary password. If you do not use your Online Banking account for 180 days or more, the next time you attempt to login, your account will be disabled and you must contact the Bank to have your account reset.

Heritage Bank utilizes Advanced Login Authentication to help protect your online banking account. Advanced Login Authentication uses the phone channel to obtain a one-time passcode to confirm authentication. The first time you use a computer to access Online banking you will be required to choose a phone number on which to receive or enter a one-time security code. You must then enter the security code to continue with authentication to Online Banking. After successfully completing this process on your computer, you will not be asked again to authenticate in this manner. However, in certain situations, conditions could change on your computer which may cause you to repeat the Advanced Login Authentication.

Security –

You understand the importance of your role in preventing theft, fraud and/or misuse of your accounts through electronic banking and you agree to promptly examine your paper or electronic statement for each of your Heritage Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via electronic banking is encrypted in an effort to provide transmission security and electronic banking utilizes identification technology to verify that the sender and receiver of electronic banking transmissions can appropriately identify each other. Notwithstanding our efforts to ensure that the electronic banking is secure, 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 electronic banking, or e-mail transmitted to and from us, will not be monitored or read by others.

In order to protect your information, you agree to be responsible for maintaining appropriate security for computers and mobile devices accessing internet banking, including but not limited to virus and spyware protection, operating systems and application updates, and a firewalled internet connection. Please understand that Heritage Bank will NOT contact you via email to request any information or to ask you to take any action, i.e., click the link below, go to a website and fill out information, etc.

Please make sure that your personal information stays current and up to date in the Bank's system. To update your personal information, add an account to your on-line banking account or add bill pay service to your on-line banking account you must either come into the Bank and fill out the appropriate form or send a secure message through the on-line banking system.

Mobile Check Deposit-

The mobile check deposit service is designed to allow you to make deposits to your checking or savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Heritage Bank. There is currently no charge for the service.

Any deposit received after 3:00 p.m. CST, Monday – Friday (except holidays) will be processed the next business day. Some deposits may not be available for immediate withdrawal. All Mobile Check Deposits are subject to our verification and final review and may be rejected by us for any reason. Your deposit is not approved until you have received an approved email notification from us. Please make sure your email address on file stays current with Heritage Bank.

All checks must be properly endorsed with your signature and the phrase "FOR HERITAGE BANK MOBILE DEPOSIT ONLY" written on the back of each check. All checks for deposit must be payable to you as the account owner(s) only. Photos of the front and back of the check must be clear or the deposit could be rejected. After completing the process write "Deposited" and the date on the front of the check. You will be notified via email that the check has been received and another email once it has been approved for deposit. Items that have been confirmed as received and approved for deposit to your account should be destroyed in a timely manner that should not exceed 30 days from the time of deposit. You agree to properly dispose of the item to ensure it is not represented for payment. You will receive an email notice if the deposit is rejected.

After we receive check images and all other required deposit information from you through the service, we may provisionally credit your designated account for the total amount of such checks. A provisional credit is a credit which will be removed if the check is not a valid check. The provisional credit is subject to final payment of the checks and is also subject to your Bank Account Agreement.

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you may be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits.

The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you transmit for deposit through the service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned.

You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for remote deposit, we may require you to physically deposit the original check.

YOUR REPRESENTATIONS AND WARRANTIES IN REGARD TO MOBILE DEPOSIT-

In addition to your representations and warranties contained in other provisions of this Agreement, you represent and warrant that:

- a) Each image of a check you transmit to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- b) You are authorized to enforce each check you transmit for deposit or are authorized to obtain payment for each check on behalf of a person entitled to enforce such transmitted check.
- c) You are solely responsible for any and all financial risk that may be associated with your use of the service, including without limitation the risk that a check will be returned for insufficient funds.
- d) You are solely responsible for the instructions you provide to the Bank and for failing to properly access or use the service, including without limitation input errors.
- e) You will not deposit or otherwise endorse to a third party the original check, and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- f) You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

If you breach any of these representations and warranties, you agree to indemnify, defend and hold the Bank, its shareholders, parents, subsidiaries, affiliates, officers, directors, employees, agents, and its and their successors, heirs and assigns harmless from and against any and all liability, damages, or losses arising from any claims, suits or demands from third parties with respect to such breach. You further authorize the Bank to debit your account for the amount of any such claim, suit or demand that results from a breach of warranty claim under the provisions of Check 21, Regulation CC, and/or the Uniform Commercial Code. You will maintain funds in your account(s) in amounts and for a period of time as we determine in our sole discretion to cover any outstanding Checks and your obligations for returns of Checks, warranty claims, fees

and other obligations. If any such liabilities exceed the amount in the applicable account(s), we may charge such excess against any of your other accounts at the Bank and you will pay us any amount remaining unpaid immediately upon our demand.

There is a daily item limit of 5 mobile deposited checks and daily combined dollar limit of \$2,500.00 of mobile deposited checks.

Transfers

Posting of Transfers – Transfers initiated through electronic banking before 6:00 P.M. CST on a business day are posted to your account that same day. Transfers completed after 6:00 P.M. CST on a business day, Saturday, Sunday or banking holiday will be posted on the next business day. Electronic banking identifies transfers based upon the login ID of the user who made the electronic transfer.

Funds Availability - (Order of Payments, Transfers, and other Withdrawals) – If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, they will not get processed.

External Transfers-

If you have enrolled in the optional external funds transfer service that is offered by Heritage Bank, you may use Heritage Bank Internet Banking to initiate payments from any designated Deposit Account that is a checking account with unlimited check-writing privileges to transfer funds to an account ("receiving account") at any unaffiliated Financial Institution in the United States. These types of transactions are referred to in this Agreement as "external funds transfer".

You expressly authorize us to debit the appropriate Deposit Account in the amount of any external funds transfer through the Heritage Bank Internet Banking by you or by any other person who is authorized to use your Password. You agree that we may treat any such external funds transfer from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit Account the same as a deposit.

Your ability to initiate bank transfers from 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. If your Deposit Account does not have sufficient available funds, the transfer may not be completed.

You acknowledge and agree that you are responsible for describing the receiving account information correctly. If a transfer describes the receiving account inconsistently by name and account number, payment of the transfer transmitted to the receiving Financial Institution might be made on the basis of the account number

even if it identifies a person different from the named receiver, and that your obligation to pay the amount of the transfer is not excused in such circumstances.

You acknowledge and agree that once an external funds transfer has been initiated by you, it cannot be stopped or revoked. If you discover that an external funds transfer was initiated in error, you may notify the Bank and the Bank will use its best efforts to correct the transfer. The Bank shall have no liability arising out of your initiation of erroneous external funds transfers or the Bank's attempts to correct such transfers.

When you use external funds transfer services, you must have sufficient funds available in the selected Deposit Account to cover the amount of the transfers. If your Deposit Account does not have sufficient available funds, the transfer may not be completed. If your Deposit Account does not have sufficient available funds to issue a transfer as of the date the transfer is scheduled to be deducted and the Bank has not exercised its right to reverse or reject a transfer, you agree that this will constitute an overdraft under the Deposit Agreement, and to pay any fees incurred as set forth in our current Fee Schedule. We are under no obligation to notify you if we do not complete a transfer because there are insufficient funds in your account to process a transaction. In all cases, it is your responsibility to remake and resubmit such transfers, or otherwise resolve the rejection or return.

Online transfer services described in this Agreement, that are made available by a third-party Service Provider (FIS) with whom the Bank has contracted to provide external transfer services to its customers. The Bank, at its sole discretion, reserves the right to change External Funds Transfer Service Providers.

Our Liability for Failure to Make a Transfer–

If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make a transfer.
- (2) If a legal order directs us to prohibit withdrawals from the account.
- (3) If your account is closed, or if it has been frozen.
- (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or credit limit for any credit arrangement set up to cover overdrafts.
- (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- (6) If any electronic terminal, telecommunication device, or any part of the electronic banking electronic funds transfer service is not working properly and you knew about the problem when you started the transfer.
- (7) If you have not provided us with the complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your

payee-assigned account number, payment date, and payment amount for the payee on a bill payment.

- (8) If you have not properly followed the on-screen instructions for using electronic banking.
- (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability for Unauthorized Transfers–

CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose more than the \$50 maximum stated above.

Also, if your paper or electronic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after 60 day time period 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 hospital stay) kept you from contacting us, we will consider extending the time periods.

Bill Payment Service-

The Bill Payment service allows you to schedule bill payments through Internet Banking. Heritage Bank of St. Tammany does not provide the service directly. Instead, Heritage Bank of St. Tammany entered into an agreement with a bill payment provider to provide the bill payment services directly to you. Subject to any regulatory or Heritage Bank of St. Tammany-imposed limitations on usage, you can arrange, at your option, for the payment of your current, future and recurring bills from a checking account.

There is no limit to the number of payments that may be authorized and you may pay any merchant or individual approved by the bill payment provider. While payments are initiated by you electronically, they are ultimately paid via an automated clearinghouse (ACH) network or by a paper check. Payments delivered over an ACH network are governed by the rules and performance standards of that network.

By furnishing the names of your payees/merchants and their addresses, you authorize Heritage Bank of St. Tammany and its bill payment provider to follow the payment instructions you provide for those payees/merchants. When payment instructions are received, funds will be remitted from the selected account, to the appropriate payee on your behalf on the day that you request ("Payment Date"). However, there is no obligation to make requested payments unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill as of the Payment Date. Funds for bill payments will be withdrawn from your account on the applicable Payment Date. When the Bill Payment provider receives notification of any return item, such as NSF or Account Closed, your payment may be cancelled. You may stop or change any scheduled payment, but you must do so by no later than 3:00 PM (Central Time) on the Payment Date.

Heritage Bank of St. Tammany and its Bill Payment provider reserve the right, at their discretion, to implement security features to reduce risk of loss. Heritage Bank of St. Tammany and its Bill Payment provider also reserve the right to terminate your use of Bill Payment services at any time.

If, for any reason, you should ever wish to cancel Internet Banking, we strongly suggest that you cancel all future bill payments at the same time. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete any outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your Bill Payment service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

Responsibility-

Neither Heritage Bank of St. Tammany nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Internet Banking or On-line Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Internet Banking or On-line Financial Services; (ix) you knew that Internet Banking and/or the On-line Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

Fees and Charges-

You agree to pay all fees and/or charges related to Internet Banking and the Bill Payment service imposed by Heritage Bank of St. Tammany or the Bill Payment provider and authorize Heritage Bank of St. Tammany to debit the amount of all such fees and/or charges from your account(s). For information regarding fees and/or charges related to Internet Banking and the Bill Payment service, please refer to the Miscellaneous Service Fees Disclosure provided by Heritage Bank of St. Tammany.

Liability-

You are solely responsible for controlling the safekeeping of and access to your Internet Banking ID and password.

You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Heritage Bank of St. Tammany and arrange to change your access.

You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. Heritage Bank of St. Tammany is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. Heritage Bank of St. Tammany is not liable for any failure to make a Bill Payment if you fail to promptly notify Heritage Bank of St. Tammany after you learn that you have not received credit from a Merchant for a Bill Payment.

Heritage Bank of St. Tammany is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Heritage Bank of St. Tammany's agent.

In any event, Heritage Bank of St. Tammany will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Heritage Bank of St. Tammany has knowledge of the possibility of them.

Heritage Bank of St. Tammany is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond Heritage Bank of St. Tammany's reasonable control.

Additionally, if you close all Heritage Bank of St. Tammany accounts, you must notify Heritage Bank of St. Tammany and cease all use of the On-line Financial Services. If fees cannot be collected from any of your accounts, Heritage Bank of St. Tammany may cancel all or some of your On-line Financial Services. After cancellation, Heritage Bank of St. Tammany may reinstate some or all of the On-line Financial Services, at its discretion, if you deposit sufficient funds in your account(s) to cover any accrued fees and pending transfers or debits. You are solely responsible for any telephone or internet service provider charges incurred when using the On-line Financial Services.

Electronic Secure Messaging-

Heritage Bank of St. Tammany's On-Line Financial Services contains a secure messaging system located under the "Customer Service" menu option. It is recommended that you use this form of communication as all information is contained within the secure system.

Sending E-mail is not recommended to communicate with Heritage Bank of St. Tammany regarding your accounts or the On-line Financial Services. As your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you

should not include confidential information, such as account numbers and balances in any e-mail to Heritage Bank of St. Tammany. You cannot use e-mail to initiate On-line Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Internet Banking site. Heritage Bank of St. Tammany will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

Disclosure of Information-

Information submitted to Heritage Bank of St. Tammany or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by Heritage Bank of St. Tammany or prohibited by law.

Links to other Sites-

Information that Heritage Bank of St. Tammany publishes on the World Wide Web may contain links to other sites and third parties may establish links to Heritage Bank of St. Tammany's site. Heritage Bank of St. Tammany makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, Heritage Bank of St. Tammany does not endorse the products or services offered by any company or person linked to this site nor is Heritage Bank of St. Tammany responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Virus Protection-

Heritage Bank of St. Tammany is not responsible for any electronic virus that you may encounter using the On-line Financial Services. We encourage you to routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

Damages and Warranties-

In addition to the terms previously disclosed, Heritage Bank of St. Tammany is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Internet Banking or the use of the On-line Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Heritage Bank of St. Tammany or one of its suppliers. In addition, Heritage Bank of St. Tammany disclaims any responsibility for any electronic virus(es) customer may encounter after installation of such software or use of Internet Banking or the On-line Financial Services. Without limiting the foregoing, neither Heritage Bank of St. Tammany nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or

condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Heritage Bank of St. Tammany and its suppliers provide Internet Banking and the On-line Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Internet Banking or the On-line Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Internet Banking and/or the On-line Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Heritage Bank of St. Tammany nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Internet Banking, the On-line Financial Services, or contained in any third party sites linked to or from Heritage Bank of St. Tammany's web site. HERITAGE BANK OF ST. TAMMANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF INTERNET BANKING, ON-LINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. HERITAGE BANK OF ST. TAMMANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Indemnification-

Customer shall indemnify, defend and hold harmless Heritage Bank of St. Tammany and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

Additional Remedies-

Due to the likelihood of irreparable injury, Heritage Bank of St. Tammany shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

Termination and Changes in Terms-

Heritage Bank of St. Tammany reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our web site. You have the right at any time to withdraw the consent to have your records provided electronically. You have the right to have the records made available on paper with no specific conditions, consequences, or fees in the event of such withdrawal.

Applicable Rules, Laws, and Regulations-

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Louisiana, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering St. Tammany Parish, Louisiana, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

Assignment-

Heritage Bank of St. Tammany may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Integration-

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Heritage Bank of St. Tammany.

Severability-

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and Heritage Bank of St. Tammany, this Agreement will control.

Waiver-

Heritage Bank of St. Tammany shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Heritage Bank of St. Tammany of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Force Majeure-

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

Construction-

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

Headings and Captions-

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.