

## Fidelity Bank Rules Governing Deposit Accounts

Welcome to Fidelity Bank (hereafter referred to as “Fidelity”, “we”, “us” or “our”). These Rules Governing Deposit Accounts (herein after referred to as “Rules”), as may be amended from time to time, constitute the deposit contract, which governs all deposit accounts with Fidelity. Specifically incorporated into these Rules, as applicable, are the following, also as may be amended from time to time: New Account Disclosure, deposit receipt, Certificate of Deposit Receipt, Individual Retirement Account Contribution Investment Receipt, Fee Schedule, Electronic Fund Transfers Agreement and Disclosure, Privacy Policy, Fidelity Bank Online Banking Terms and Conditions Agreement, Online Bill Payment Authorization and Agreement, and any other agreement pertaining to cash management services or other services for which you have contracted in connection with your deposit account. By opening or continuing to maintain a deposit account with us, each customer (referred to as “you” or “your”) agrees to be bound by the applicable provisions of these Rules, and all applicable agreements, disclosures, and other documents, as well as by all applicable federal or state laws, statutes and regulations. Please keep a copy of this publication. The Electronic Fund Transfers Agreement and Disclosure, Privacy Policy, Fidelity Bank Online Banking Terms and Conditions Agreement, and Online Bill Payment Authorization and Agreement are available on our website, [www.bankwithfidelity.com](http://www.bankwithfidelity.com) (“Website”).

**Important Information about Procedures for Opening a New Account.** To help the United States Government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information identifying each person who opens an account. When you open an account, we will ask for your name, street address (a post office box may not be used), date of birth, and other information that will allow us to identify you. We will also ask to see your driver’s license or other identifying documents. Federal law requires that you provide us with your Social Security Number or your Employer Identification Number before opening any account. If you are in the process of applying for such a number, we may open your account temporarily pending receipt of the number. If you fail to provide us with the number, we may close the account at any time without prior notice to you. We may decline to open an account for any reason, or for no reason. Fidelity is not liable for any damages or liabilities resulting from refusal of an account relationship.

**Your New Account.** Additional terms and conditions, applicable service charges, minimum deposit requirement, and where applicable, information concerning the calculation, compounding and crediting of interest are contained in the disclosure statement and agreement for the type of account you have opened (your “Account Disclosure”). Your account is considered a new account if it has been open for thirty (30) calendar days or less.

**Evidence of Account.** Depending upon the type of account you have opened, we will provide you with a deposit receipt, certificate of deposit receipt, or individual retirement account (“IRA”) contribution investment receipt, or we will mail periodic statements to your last known address. If you provide us with written authorization, your statements can be held briefly for pickup at the branch where the account was opened. Only an authorized signer on our account may pick up your account statement. Our Fee Schedule is available upon request at any of our banking offices. Your account may be accessed via the Internet if you enroll in online banking by visiting our Website. Accounts enrolled in Online Banking are subject to additional terms and conditions that will be provided to you at enrollment.

**Additional Deposits.** Unless otherwise provided by the terms and conditions contained in your Account Disclosure, additional deposits may be made at any time and in any amount. There is no limit on the number of deposits that may be made to an account.

**Crediting of Deposits.** Funds deposited with a bank employee on any business day will be credited to the applicable account that business day. Please refer to the section of this disclosure entitled *Funds Availability Disclosure* to determine when funds are available for withdrawal or for paying transactions on your account.

**Accepting Items for Deposit.** Fidelity will accept items for deposit, but acts only as your agent for collection and assumes no responsibility for these items, beyond the exercise of ordinary care. Even though we credit your account for the amount of any item, this credit is temporary until we receive final payment in cash or other manner acceptable to us. We reserve the right to require waiting periods, as described in the *Funds Availability Disclosure* provided herein. Your account may also be debited for any special fees incurred in processing items for collection, as described in the fee schedule.

**Receipts for Deposits.** We will give you a receipt for the total amount shown on your deposit ticket, but the amount must be verified before it is credited to your account. If an error is discovered in the amount of your deposit, we will adjust your account and notify you of the correction.

**Envelope Depository.** We will accept payments and/or deposits through the use of an “envelope depository” (a “drop” receptacle into which envelopes may be placed during business and non-business hours). You authorize us to remove your payment and/or deposit from the envelope, count the funds and credit your account. We will mail a receipt for your payment and/or deposit to your address as reflected in our records. The envelope depository is provided as a convenience to our clients, and we are not responsible for any loss suffered by you resulting from your use of said envelope depository unless caused by our gross negligence or willful misconduct.

**Withdrawals.** Withdrawals from your account may be made at the teller window only by authorized signer(s) on the account. We will not pay withdrawals to third parties. If you provide your ATM card or ATM/Debit card and personal access code to a third party, you have authorized the third party to withdraw funds from your account at an ATM machine or point of sale terminal.

**Account Transaction Limitations.** Federal Regulations pertaining to statement savings accounts and money market accounts allow no more than six (6) transfers per monthly service charge cycle to a third party or to another account of the depositor at Fidelity Bank by means of preauthorized, automatic, telephone or online transfers. If you exceed the number of transactions permitted in a monthly service charge cycle more than once during any twelve-month period, you will be charged a fee for each transaction in excess of the number permitted (an “Excessive Withdrawal Fee”). Please see the current Fee Schedule for the amount of the Excessive Transaction Fee. If you exceed the transaction limitations applicable to your account in any twelve-month period you agree that we may convert your savings or money market account to an account that is not subject to federal transaction limits (a “transaction account”) or we may limit the ways you may access the funds in your account to in person, messenger and mail transactions. We will notify you by mail before we convert your savings or money market account to a transaction account or limit the way you may access your funds. Unless your Account Disclosures provide otherwise, you may make any number of withdrawals from your account in person or at any ATM; provided that you do not exceed daily ATM cash withdrawal limits. Please refer to our Electronic Fund Transfers Agreement and Disclosure (“EFT Disclosure”) or at any of our banking offices for the daily cash withdrawal and point of sale limits applicable to your ATM card or ATM/Debit card.

**Notice of Withdrawal.** We may allow withdrawals at any time, but reserve the right to require seven (7) days written notice of intention to withdraw funds from money market accounts, statement savings accounts and CD’s, except that no advance notice of an intended withdrawal is required prior to a withdrawal of funds from a non-interest bearing transaction account.

**Same-Day Transactions.** We are not responsible for paying items against deposits made the same day the items are presented for payment.

**Statements.** We will provide you with monthly or periodic statements for certain accounts as described in the Electronic Funds Transfer Disclosure section. The address you provide to us at account opening will be deemed to be correct for purposes of delivering account statements and other notices to you, until we receive a change of address notification from you in writing. If you enroll in Online Banking, your periodic statements will be accessible online from the date of enrollment. You must inspect your statement and any cancelled checks promptly after they are made available to you. You must notify us in writing within thirty (30) days from the date your statement is postmarked or otherwise made available to you, or your account transaction history is made available to you through Online Banking, of any errors, discrepancies or irregularities, including but not limited to, unauthorized signature, alterations, improper charges, unauthorized transfer or withdrawal of funds, non-receipt of an expected statement, or that any deposit was not properly credited to your account. With respect to claims of unauthorized,

missing or improper endorsements on any item drawn on your account, you must notify us in writing within sixty (60) days from the date your statement is postmarked or is otherwise made available to you, or items are made available to you through Online Banking. We will not be responsible for any loss suffered by you if you do not notify us in writing within these stated time periods. If we pay an item bearing an unauthorized signature, forged marker's signature or forged endorsement or alteration, our liability, if any, shall be limited to the face amount of the item. These time limits do not affect your rights under the Electronic Funds Transfer Act. Please refer to our Electronic Funds Transfer Disclosure section for time limits and error resolution procedures for unauthorized or erroneous electronic funds transfers.

If yours is a business account, you agree that you will have at least two people review your statements, notices, and returned checks. We assume no liability for unauthorized transactions made by an employee whom you have designated as authorized to transact business on your business account or to whom you have made available any information or devices necessary to transact business on your business account.

**Claim of Loss.** If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss. Your cooperation will include, but not be limited to providing us with an affidavit containing whatever reasonable information we require concerning your account, the transaction and the circumstances surrounding the loss. You further agree to notify law enforcement authorities of any criminal act related to the claim. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**Transactions using Fast Line.** Telephone transactions using Fast Line require the entry of your personal access codes and social security number to transfer funds between checking, savings and money market accounts bearing your name and linked to your social security number. All accounts must be maintained with us. You are solely responsible for the security of your personal access codes, which should be held under the strictest confidence and not revealed to other persons. If you know or suspect that another person knows your access codes, you should notify us immediately so that your access codes may be changed. You will be liable for unauthorized transactions to your accounts using your access codes to the extent allowed by applicable state or federal law. You hereby agree that the security procedure described in this section is commercially reasonable and authorize us to process transfers between your accounts via our automated telephone service. Please consult our Electronic Funds Transfer Disclosure section for the rules and regulations regarding telephone transfers and the limits of our liability.

**Processing Order of Debits.** Checks presented at a branch for encashment and electronic debits consisting of ACH, wire transfers, ATM withdrawals and on-line transfers conducted on any given day will generally be posted to your account first, followed by all other checks, ACH payments, automated loan payments and point of sale (debit card) transactions conducted that day. Multiple items within the same posting priority presented for payment on any given day will generally be posted to your account in ascending order (i.e., from lowest dollar amount to highest dollar amount).

**Uncollected Funds.** We reserve the right to return and/or refuse to pay any check, in-person withdrawal, ATM withdrawal or other electronic item or instruction that is presented for payment against uncollected funds. A fee may be deducted from the account for any item drawing against uncollected funds, whether the item is paid or returned unpaid, in accordance with our current Fee Schedule.

**Returning Items.** You do not have the right to write a check or draft, to make an ATM or other withdrawal, or to initiate or have an automatic debit processed against your account for an amount that exceeds your available balance. At any time before final payment (as defined in the Uniform Commercial Code) we may return any check, draft, negotiable order of withdrawal, electronic debit or other item presented for payment against your account when there are insufficient available funds in your account to pay the item or if for some other reason the item is not good or payable. In addition, we may charge a fee for each item returned, in accordance with the fees on our current Fee Schedule.

**Overdrafts.** We may in our sole discretion, and without obligation, elect to pay checks and other items drawn on your deposit account or to permit automatic debits, ATM and other withdrawals against your account for an amount in excess of your available balance (an "Overdraft"). You understand and agree that you have no right to overdraw your account at any time, for any reason, and our decision to pay Overdraft items is solely within our discretion. Additionally, you agree that if we elect to pay Overdraft items or to permit an overdraft to exist in your account, you have no right to defer payment, and you must deposit additional funds into your account immediately in an amount sufficient to cover the Overdraft and to pay us Overdraft fees for each Overdraft item in accordance with our current Fee Schedule. You acknowledge and agree that Overdraft fees we may charge you are not considered to be "interest" for any purpose. You additionally acknowledge and agree that no oral or other statement made to you by any of our officers or employees, or any course of dealing under which we may, from time to time, or one or more times, elect to pay and honor Overdrafts on your account, may be construed by you, or by any third person, or by any court or arbitrator, to in any way modify, amend, or contravene the foregoing provisions, or to in any way obligate us to pay and honor future Overdraft items or permit you to defer payment of existing and future Overdraft balances.

**Stop Payment Orders.** You or any one of the signers on your account may request us to stop payment on a check written on your account by providing us with the account number, the date of the check, the check number, the exact amount of the check, and the name of the person to whom the check was made payable. You understand that unless we have complete and accurate information from you, we may be unable to identify the check for which a stop payment has been requested which will result in the check being paid. We also require a reasonable amount of time to act on the request. If two or more signatures are required to transact business, we may accept any ONE authorized signature for a stop payment order.

Under certain circumstances, current transaction information may not be available, and the item upon which a stop payment has been requested may already have been paid. If the item upon which you have stopped payment has already been paid, we will refund the stop payment fee at your request. Written stop payment orders expire after six (6) months and oral stop payment orders expire after fourteen (14) days or until a withdrawal of the stop payment is received. All stop payment orders entered by you through the FASTLINE, expire six months from the date entered unless otherwise renewed by you in writing. Fidelity Bank assumes no responsibility if the item is paid after the expiration of the stop payment order. You will be charged a fee for initial and renewed stop payment orders. You may not stop payment on a check that is used to purchase a Cashier's Check, on the purchased Cashier's Check (except as otherwise provided by applicable law), or on any item that has already cleared or has been paid.

**Automated Processing.** In accordance with general banking standards, we have adopted automated collection and payments systems, which rely on information encoded onto each check in magnetic ink. You agree that we may disregard all information on any check drawn on your account (front and back) other than your signature, the amount of the check and the information encoded in magnetic ink. You further agree that we shall not be deemed to have failed to exercise ordinary care in paying an item solely because our procedures do not require us to perform a sight examination of items with a face amount below a threshold level established by us from time to time.

**Postdated Checks.** If you write a post-dated check, we may pay it and charge it against your account, even if it is presented prior to the date of the check. The option to delay payment of a post-dated check is not available in Louisiana.

**Stale Checks.** We are not obligated to pay a check (other than a certified check) presented for payment more than six months after its date (a "Stale Check"). Notwithstanding the foregoing, you agree to hold us harmless if we pay a Stale Check. If you do not want us to pay a Stale Check, you must place a stop payment order on the check.

**Restrictive Legends.** We are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1000.00". We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

**Drafts That Do Not Bear Your Signature.** If we receive a draft drawn against your account that does not contain your signature as reflected on the signature card for your account we may, at our discretion, return the draft unpaid. If you wish to ensure that a draft drawn against your account (but not bearing your signature) will be paid, you must communicate to us in advance that you want the draft to be paid.

**Facsimile Signature/System-Generated Signatures.** If you authorize us to honor any facsimile or system-generated signature, you have the sole responsibility for maintaining the security of each signature affixing device or system. No facsimile or system-generated signature shall be deemed to be an unauthorized signature notwithstanding the lack of authority of the person(s) affixing such signature, and you shall be solely responsible for any and all losses incurred in connection with the use of the facsimile or system-generated signature.

**Checks Presented Over the Counter for Payment by a Non-Customer.** To the extent permitted by applicable law, you agree that if a check drawn against your account is presented over-the-counter for payment by a person who is not a deposit customer of Fidelity Bank we may, in our sole discretion, refuse payment of the check or charge a fee for payment of the check.

**Power of Attorney.** Power of attorney is a legal arrangement in which a person (the principal) authorizes another person (the agent/attorney(s)-in-fact) to act on his or her behalf with respect to certain matters. Such matters may include banking, retirement benefits, real estate, insurance, and other transactions. If you want someone other than an authorized signer on your account to transact business on your account, you must provide us with a power of attorney in a form reasonably acceptable to us which identifies the person to whom you grant your power of attorney and each account for which you wish the agent to exercise the power of attorney. We have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of the principal, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**Death or Incompetence.** You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items and instructions until (a) we know of your death or legal incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay checks drawn on or before the date of death or legal incompetence unless ordered to stop payment by someone claiming interest in the account. We may restrict access to your account upon notice of your death or legal incompetence until the appropriate documentation is provided to us by your executor, administrator or other legal representative of your estate or person.

**Grant of Security Interest and Right to Set-Off.** To secure payment of any monies that you may owe us or any of our affiliates, for any reason, you grant us a continuing security interest in all funds that you may now and in the future maintain on deposit with us, with the exception of funds held in a trust or fiduciary account, or in an Individual Retirement Account, or in other qualified tax-deferred accounts. You agree that we may apply (set-off) funds that you maintain on deposit with Fidelity Bank, or any of its affiliates, against any amount that you may then owe us or any of our affiliates, under a loan, overdraft, guaranty, or for any other reason at any time and without prior or subsequent notice to you. This right of set off does not apply if the debt is created under a consumer credit card plan. We may set-off your account at any time, whether or not you are then in default in making payment to us, and we may exercise our right of set-off without liability to you even if it results in an interest penalty or dishonor of subsequent checks and other items with respect to your account. You further agree that the foregoing right extends to any federal or state benefit payments (including Social Security benefits) electronically deposited into your account. You understand and agree that if you do not want your benefits to be subject to our right of set-off, you may change your direct deposit instructions by providing notice to the benefits payer at any time. You also agree that any federal benefits or other payments deposited to your account after you are no longer eligible to receive benefits must be returned to the federal government or other payer, and we may set-off against any of your accounts if we are obligated to return funds to the payer. Our right to set-off your account is in addition to any other rights and remedies that we may have under law or under any other contractual agreement.

**Collection Expenses.** You agree to pay and reimburse us for our reasonable costs and expenses in attempting to collect amounts that you owe us arising out of transactions on your account. This includes payment and reimbursement of fees we incur for collecting such amounts, including, without limitation, attorneys' fees (including our in-house attorneys) and court costs.

**Adverse Claims.** If we receive conflicting instructions with respect to your account, or notice of an adverse claim of ownership, right to control, or access to funds in your account, or notice that the funds in your account may have been obtained through fraudulent or criminal acts, you agree that if any such dispute exists, we may place a hold on the funds in your account and refuse to honor all withdrawal and transfer requests, including checks written on the account, until all appropriate parties provide us with joint specific written instructions with respect to disposition of the funds. We are not required to determine whether a dispute has merit. Additionally, we shall have the right to close the account and deposit the funds held in the account into the registry of a court of proper jurisdiction, wherein the adverse claimants and/or appropriate parties shall be interpleaded and/or joined to the action for purposes of resolving the dispute regarding the funds. If we elect to take any action(s) described herein, you agree that we shall not be liable to you for damages of any kind, and you agree to pay and reimburse us for our reasonable costs and expenses including, without limitation, attorneys' fees (including our in-house attorneys) and court costs from the funds in the account prior to any distribution.

**Legal Process against Account.** If your account is attached, garnished, or otherwise subject to levy or seizure, in whole or in part, by legal action, we shall not be liable to you for any sums we may be required to pay because of such attachment, garnishment, levy or seizure, even if paying the money from your account leaves insufficient funds to pay a check you have written. You hereby authorize us to comply with legal process, and we are not required to determine whether the court issuing the legal process had jurisdiction over you or over the account or otherwise had the authority to issue the legal process. If we incur any expenses, including without limitation, reasonable attorney fees, in responding to an attachment, may charge such expenses to your account without prior notice to you. Any such attachment, garnishment, levy or seizure is subject to our right of offset.

**Unclaimed Property/Dormant Account.** The law establishes procedures under which unclaimed property must be surrendered to the State. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years: for deposit accounts: five (5) years. If your funds are surrendered to the State, you may be able to reclaim them, but your claim must be presented to the State. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds. Fees charged by Fidelity Bank in connection with dormant accounts are disclosed on our Fee Schedule and begin after 12 months of inactivity.

**Closing an Account.** We may close any account in our sole discretion at any time and for any or no reason. If we close your account, we will notify you of our action and send you a check for the collected balance in your account, less any amounts due to us or for checks in process. Fidelity Bank is not liable for any damages or liabilities resulting from the termination of an account relationship. Subject to any rights we may have with respect to advance notice of withdrawal from your account, you may close your account at any time and for any reason. If we receive a deposit to your closed account, the account may be reopened to accept the deposit and funds deposited therein will be subject to any and all rights we may have with respect to offset or compensation.

**Minor Accounts.** We may pay funds on deposit in an account in the name of a minor to the minor. Once the minor attains the age of majority he or she will be considered to be the owner of the account, capable of making any and all transactions on the account.

**Multiple-Signer Business Accounts.** Any ONE signer on a business account which requires more than one signature for withdrawals or transfers may

transfer funds from such account by telephone or electronically and may withdraw or transfer funds from such account by ATM or ATM/Debit Card when such access devices have been issued. Fidelity Bank shall not be liable for any damages or liabilities in connection with any such transfers or withdrawals.

**Special Rules for Multiple Party Deposit Accounts.**

1. We may treat each co-owner of a joint account as having full and complete authority to make deposits into such account, to request information with respect to such account and to place a hold on such account. 2. Deposits: Each co-owner authorizes the other co-owners to endorse for deposit into the account any item payable to any or all of the co-owners, and you expressly authorize us to supply the endorsement of any co-owner necessary for such deposit. 3. Withdrawals: (a) If your account is an "or" account (as in John "or" Mary Doe): (i) you authorize us to recognize the signature, oral or electronic instruction of any co-owner for withdrawals, payments or funds transfer. (ii) We may continue to honor checks and withdrawal requests by any co-owner without liability to any other co-owner unless we receive written notice signed by one of you not to honor checks or withdrawals against the joint account. After we receive such a notice, we may require written authorization from all of you for any checks or withdrawals. If we receive a notice in writing as provided by this section 3(a)(ii), we shall be relieved of responsibility to each and every co-owner for failure or refusal to honor any check, draft or their demand for payment or withdrawal unless the action is authorized by all co-owners in writing. (b) If your account is an "and" account (as in John "and" Mary Doe): (i) All co-owners must sign any written withdrawal or transfer order. (ii) Any co-owner may transfer funds from such account by telephone or electronically and may withdraw or transfer funds from such account by ATM or ATM/Debit Card when such access devices have been issued. (c) Net Contributions: In the absence of proof of net contribution, each party will be deemed to own an equal share of the account during his/her lifetime. We are not required to determine net contributions. (d) Without notice to any party, we may withdraw any or all of the money from the joint account and apply the withdrawn money to reduce any indebtedness of any party due and owing to Fidelity Bank. We may hold funds temporarily in the proportion to which a party is entitled or, in the absence of proof of net contributions, to an equal share with all parties having the rights of withdrawal. A notice sent, mailed or delivered to any party constitutes notice to all. (e) We may make payment from the joint account, including payment of the entire account balance: (i) pursuant to any statutory or common law right of set-off, levy, attachment, or other valid legal process or court order, relating to the interest of any one or more of the co-owners. (f) Overdrafts: In the event that we pay a check drawn on a joint account and that payment causes an Overdraft, each party to that joint account will be jointly and severally liable to us for the amount of that Overdraft without regard to which party signed the check or other authorized other items.

**Limitations on Assignment and Transfer of Ownership.** You may not assign or transfer ownership of your deposit accounts with us without obtaining our prior written approval. In addition, you may not grant a security interest in funds held in your deposit accounts in favor of any other creditor without obtaining our prior written approval, which we have the right to withhold for any or no reason. If any ownership interest in an account is proposed to be transferred or if there is any change in account title, we may require that the account be closed and a new account be opened.

**Telephone Solicitation.** If you provide our routing number and your account number to a telephone solicitor pursuant to your acceptance of an offer of goods or services made by the solicitor, you agree that any and all subsequent transactions made to your account by the entity that the solicitor represents are considered authorized transactions. We shall not be liable for any transactions you later allege are unauthorized unless you have placed a stop payment order, and we have had a reasonable time to act upon your stop payment request.

**Correspondents:** Fidelity may forward items to correspondent banks and will not be liable for the wrongful conduct of the correspondent bank. Each correspondent will be liable only for its own negligence. We will not be liable for the loss of items in transit.

**Address Changes.** You are responsible for notifying us of any change in your address. Unless we agree otherwise, changes of address must be made in writing by at least one of the account holders. Informing us of your address on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us.

**Cash Transaction Reporting:** The law requires all financial institutions to gather and report information on certain types of cash transactions. If the information required to complete the report is not provided, we are required to refuse to process the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

**Business Day:** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**Reporting Information to Credit Bureaus and Check Verification Systems:** We may report information about your account to credit bureaus and/or check verification systems. Defaults on your account may be reflected in your credit report. In the event we report your account to a check verification system, you acknowledge that even if you pay us all amounts owed, we are not required to remove an accurate report of account mishandling from any such check verification system.

**Reproduction of Bank Records:** If you request us to research and/or reproduce any of your records (statements, checks, deposits, withdrawals, etc.) we will charge a fee, and you agree to pay this fee. If the expected fee is large, you may be asked to pay the fee in advance. We reserve the right to provide any account holder with an imaged item in lieu of the original item.

**Governing Law:** Applicable federal law will decide any questions under these Rules, or if no federal law exists, applicable state law. In any such action, where you commence against us arising out of or concerning these Rules, Fidelity shall be entitled to its reasonable attorneys' fees (including in-house attorneys' fees) and court costs.

**Notices:** We shall deem any and all notices to us effective upon receipt by us. Any and all notices to you shall be deemed effective when mailed to your address as reflected in our records. Notice to any one owner of an account constitutes notice to all owners of that account.

**Severability:** If any provision of these Rules is deemed to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity and enforceability of the remaining provisions of these Rules or of any agreements, disclosures or other documents incorporated by reference herein.

**Liability:** You agree that we shall not be liable for acting upon your instructions of failing to act upon your instructions when we reasonably believe that doing so would expose us to civil or criminal liability or conflict with industry standard banking practices. You agree further, that except as otherwise provided by applicable law, **IN NO EVENT SHALL WE BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ATTORNEY'S FEES INCURRED BY YOU, REGARDLESS OF THE FORM OF THE ACTION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**Waiver of Rights:** We reserve the right to waive any one or more of our rights hereunder in our sole discretion; however, any such waiver shall only apply to that specific instance. Any such waiver of rights can also be terminated at any time, in our sole discretion.

**Caption Headings:** The caption headings in these Rules are for convenience purposes only and we are not to be construed as a summary of each provision of the Rules.

**Privacy Policy:** We understand how important privacy and confidentiality are to you. Please consult our Privacy Policy for information about our commitment to you and your privacy rights. A copy of our Privacy Policy is available on our Website.

**Amendments and Fee Changes:** We reserve the right to change our fees, these Rules and any or all of the agreements, disclosures, and other documents incorporated by reference at any time. If we change these Rules, then the current version of these Rules supersedes all prior versions and contains the terms governing your account. We will provide prior notice of changes to you as required by applicable law. You agree that continued use of your account(s) will constitute your agreement to any and all new fees, Rules, agreements, disclosures and other documents incorporated by reference. If you choose to close your account and do so prior to the effective date of any amendment, you will not be bound by such amendment.

**What State's Law Applies to This Agreement:** Any questions under this Agreement will be decided by applicable Federal Law, or if no Federal law exists, Louisiana law as appropriate. If any term of this Agreement cannot legally be enforced, the Agreement is to be considered changed to the extent necessary to comply with the law.

**Acceptance of This Agreement:** You have agreed to be bound and obligated under the terms of this Agreement and any subsequent amendments to this Agreement by signing your request for electronic banking services.

## **Funds Availability Disclosure** **Applicable to Checking accounts only**

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

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

**ATM.** Deposits made before 2:00pm on a business day will be considered received that day. Deposits made after 2:00pm on a business day or at any time on a non-business day will be considered received on the next business day. For this section, every day is a business day except Saturdays, Sundays, and holidays.

**Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However the first \$200 of your deposits will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 among all of your accounts on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit.

**Same-day availability.** Cash or equivalent deposits made in person to one of our employees are available on the same business day we receive the deposit. Funds from the following deposits also may be available on the same business day when received as follows: (1) **Wire Transfers** – these funds are available on the day stated in the “order of instruction” to pay to or on behalf of the beneficiary when finally collected funds are received by us. (2) **Electronic Payments** – these funds are available when we receive both payments in finally collected funds and payments instructions designated the customer accounts to be credited and the amount to be credited to each account.

### **Holds on Other Funds (Check Cashing)**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

### **Holds on Other Funds (Other Account)**

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first 30 days your account is open. For this section, Your account is consider new if any owner does not have an active transaction account with the Bank.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, on-us Checks, traveler's, and federal, state and local government checks will be available on the business day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 may be held until the fifth business day after the day of your deposit. If your deposit of these checks, other than a U.S. Treasury check, is not made in person to one of our employees, the first \$5,000 may be held until the second business day after the day of your deposit.

Funds from all other check deposits may be held until the fifth business day after the day of your deposit.

**Substitute Checks and Your Rights.** Federal rules for Check 21 allow banks to replace original checks with “substitute checks”. Below are the details and your rights: *What is a substitute check?*

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check.

The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have

rights under other law with respect to those transactions.

**What are my rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute checks whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact your local branch or call us at 1-800-220-2497. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the account number, the check number and the name of the person to whom you wrote the check, the date paid, and the amount of the check.

Substitute checks should only be generated by banks during the check collection process. If you deposit a substitute check that was not generated or previously handled by Fidelity, you agree to provide the substitute check warranties as required by Check 21, and represent that the substitute checks:

- Is properly generated and accurately, clearly and completely represents all the information on the front and back of the original check as of the time the original check was truncated
- Bears a MICR encoded line that is suitable for automated processing in the same manner as the original check
- Has not previously been paid by the drawee bank, and
- Is not fraudulent, a breach of any Check 21 warranty may result in the substitute check being charged back against your account.

## ATM and Debit Card Agreement and Disclosure

**Your Personal Identification Number:** You may use your ATM card or your Debit card (both referred to as ATM/Debit card) at any of our automated teller machines. (Automated teller machines are sometimes referred to under this Agreement as “ATMs”.) You may also use your ATM/Debit card to complete transactions at automated teller machines that are owned and operated by banks that are members of electronic fund transfer networks in which we participate. Purchases may also be made with your ATM/Debit card at merchant locations that are members of the point-of-sales networks in which we participate. You may also use your Debit card to make purchases at locations that accept Visa® cards. (Note: Your Debit card is not a Visa credit card, and this Agreement does not replace or affect any Visa® Account Agreement that you may have with us or any financial institution.) You have selected or have been provided with a special personal identification number (“PIN”) that you must enter into the point-of-sale terminal or ATM whenever you use your ATM/Debit card. For your protection, you should guard the secrecy of your PIN, and you agree not to write your PIN on your ATM/Debit card or write your PIN any other place where it may be found along with your ATM/Debit card.

**Accounts That May Be Accessed Using Your ATM/Debit Card:** The following types of accounts may be accessed using your ATM/Debit card and PIN, if available, Checking Account, Statement Savings Account, and Health Savings Account. In your request for an ATM/Debit card, you listed your accounts with us that you wish to have access to by using your ATM/Debit card. These accounts are referred to under this Agreement as “designated accounts.” You may use your ATM/Debit card to access only these designated accounts. If you wish to designate additional accounts with us for access using your ATM/Debit card, you should contact a branch convenient to you.

**Types of Transactions That May Be Completed Utilizing Your ATM/Debit Card:** You may complete the following types of transactions using your ATM/Debit card depending on the specific accounts that you have designated for access. **(1) Cash Withdrawals:** You can use your ATM/Debit card and PIN at ATMs to obtain cash withdrawals from your designated Checking Account and Statement Savings Account. Withdrawals made at ATMs owned and operated by other institutions will be automatically deducted from your designated primary account. **(2) Deposit:** You can use your ATM/Debit card and PIN at any deposit accepting ATM owned by Fidelity Bank to make deposits into your designated Checking Account and Statement Savings Account. (Whenever you make an ATM deposit, you should complete a deposit slip and insert this deposit slip along with your deposited cash and checks into an appropriate deposit envelope, if required, prior to placing in the ATM.) See funds availability section for details regarding availability. **(3) Transfer between Accounts:** You can use your ATM/Debit card and PIN at ATMs to transfer collected funds between your designated accounts. Transfers made at ATMs owned and operated by other institutions can only be made between your designated primary checking and savings accounts. **(4) Balance Inquiries:** You can use your ATM/Debit card and PIN at ATMs to check the balance in your designated accounts. Balance inquiries made at ATMs owned and operated by other institutions can only be made regarding your designated primary checking or savings account. **(5) Purchases:** You can use your ATM/Debit card and PIN to make purchases at merchant locations that are members of the point-of-sale networks in which we participate. Funds for these purchases will be immediately withdrawn from the primary account that you have designated. You may use your Debit card without your PIN to make these purchases at merchant locations that accept Visa® cards. Funds for these purchases will be withdrawn from the primary account that you have designated. The transactions may be charged to your account immediately or may take up to several days after the transaction has occurred depending on when the merchant processes the transaction. **(6) Health Savings Accounts (HSA):** All withdrawals, transfers or deposits using the HSA Debit Card will be subject to terms and conditions of the Health Savings Custodial Account Agreement.

**Limitations on ATM/Debit Card Transactions:** There are certain limitations on the use of your ATM/Debit card. These include, but are not limited to, the following: **(1) Daily Limitation: Refer to the Electronic Funds Transfer Disclosure section for details.** Each time you use your ATM/Debit card to conduct a withdrawal or purchase transaction, we will have the right to place a hold on a corresponding amount of funds in your designated account until that transaction is posted against your account. Funds held for Debit transactions will be held in the amount authorized by the merchant. This amount may be different than the total amount of the sales slip. (For example, a gas station usually requests authorization in the amount of \$1.00. Also restaurants authorize transactions for 20% more than the price of the meal.) You agree not to withdraw or write checks against funds that are needed to pay ATM/Debit card transactions that have not yet been posted against your account (such as writing checks or performing other ATM withdrawals or purchase transactions.) Currently, the Health Savings Account (HSA) Debit Card cannot be used at any ATM for cash withdrawals, however balance inquiries may be made at any Fidelity ATM **(2) Overdraft Situations:** We will not be required to complete an ATM/Debit card cash withdrawal, transfer or purchase transaction from your designated deposit account if you do not have enough collected funds in your designated account to cover the transaction. You agree not to request ATM/Debit card transactions that will exceed the daily limit or create an overdraft in any of your designated accounts. In the event that an overdraft does occur, you agree to immediately deposit sufficient funds to cover the amount of the overdraft plus all associated fees and charges as outlined in the Fee Schedule. You will



be liable even if we authorize an ATM/Debit card transaction at a time when you did not have sufficient funds in your designated account to cover the transaction. **(3) ATM Interchange Transaction:** You may use your ATM/Debit card and PIN to complete transactions on your designated accounts with us at ATMs that are owned and operated by other banks who are members of electronic fund transfer networks in which we participate. We will advise you of the names of these particular networks and what signs and logos to look for when attempting to complete ATM/Debit card transactions at remote ATM locations. Certain types of ATM/Debit card transactions may not be completed at ATMs that are owned and operated by other banks. For example, you may only make deposits at ATMs owned by Fidelity. Withdrawal, transfer and inquiry transactions can only be performed on and between your primary checking and savings accounts. Other banks may also impose different limitations and restrictions regarding use of their ATMs. **(4) Other Reasons:** We and other banks may limit or refuse to complete your ATM/Debit card transactions for security or technical reasons.

**Transactions That Are Not Completed:** If you properly instruct us to perform an electronic banking service and we do not complete it on time or in the correct amount, and we have agreed to perform it, with certain exceptions, we will be liable for your losses or damages. The Limitations on ATM/Debit Card Transactions section above lists a number of situations in which we do not agree to complete particular transactions. We also will not be liable to you or to any other party if we have terminated this Agreement for any reason; including but not limited to (a) if the funds in your designated accounts are subject to legal process or other encumbrances restricting the transaction; (b) if circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions that we have taken; (c) if an ATM banking machine does not have enough cash to complete the transaction; (d) if there is a technical malfunction in the ATM banking machine that is known to you when you try to perform the transaction; (e) if we have reason to believe that you or someone else is using our ATM services for fraudulent or illegal purposes; (f) if your ATM/Debit card has deteriorated or has been damaged so that it does not function properly; (g) or if your ATM/Debit card or PIN has been reported lost or stolen. There also may be other exceptions as provided by applicable law. You agree that we will not be liable for any damages resulting from a failure or refusal for any reason to authorize an ATM/Debit card transaction that you have attempted. You further agree that we will not be responsible or liable for a participating merchant's refusal to accept your ATM/Debit card. If you attempt to use your ATM/Debit card at an automated teller machine that is not owned and operated by a member bank of an electronic fund transfer network in which we participate, there is a possibility that the machine may keep your ATM/Debit card and not return your card to you.

**Card Transactions in Foreign Currencies:** The exchange rate between the transaction currency and the billing currency used for processing international transactions is (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which the rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date.

**Receipts:** You will be given the option for a receipt for transactions made with your ATM/Debit card at ATMs owned by Fidelity or at a Community Cash ATM. You will not receive next day notice of funds from Fidelity for automatic credit entries received for deposit to your account.

**Joint Accounts:** If more than one person signed your request for electronic banking service, each person who signed will be bound by this Agreement and will be responsible for paying all amounts owed as a result of this agreement. All persons who are authorized to make withdrawals from your designated deposit account with us expressly and impliedly agree that you (and all other persons authorized by you) may use your ATM/Debit card and PIN to complete transactions on your designated accounts.

**Authorized Users:** You should not allow other persons to use your ATM/Debit card and PIN without first advising us in writing as to who these Authorized Users are. You must again advise us in writing should such persons no longer be authorized to use your ATM/Debit card.

**Evidence:** If we go to court for any reason, we can use a copy, microfilm, or microfiche of any document to prove what you owe or that a transaction has taken place, and any copy, microfilm, or microfiche will have the same validity as the original document.

**Our Rules and Regulations and Other Agreements:** The designated deposit accounts are also subject to other agreements that you may have with us including, but not limited to, our Online Banking Agreement and Product Specific Truth in Savings (TIS) Disclosures.

**Disclosure of Information about Your Account:** In the ordinary course of business, we may disclose information to third parties about your designated accounts or the transfers you make: (a) Where it is necessary for completing transfers or resolving errors involving transfers; (b) in order to verify the existence and condition of your account for third party, such as a consumer reporting agency or a merchant; (c) in order to comply with orders or subpoenas of government agencies or courts; or (d) if you give us your written permission.

**Terminating the Agreement:** You can terminate this Agreement at any time by notifying us in writing and no longer using your ATM/Debit card. We can also terminate the Agreement at any time. Whether you terminate this Agreement or we do, the termination will not affect your obligations under the Agreement, even if we allow any transactions to be completed with your ATM/Debit card after this Agreement has been terminated.

**Changing This Agreement:** We have the right to change the terms of this Agreement from time to time. We will notify you at least 21 days before the change will take effect if the change will cause you greater costs or liability or if it will limit your card access to your designated accounts. We will not have to notify you in advance, however, if the change is necessary for security reasons.

**Notices:** All notices from us will be effective when we have mailed them or delivered them to the last address that we have for you in our records. Notices from you will generally be effective once we receive them at the appropriate address specified in the Agreement; but notices under **Liability for Unauthorized Transactions** will be effective once you have done whatever is reasonably necessary to give us the information we need – such as by telephoning or mailing a notice to us. If more than one person signs your request for electronic banking services, notice to or from one of the people who signed the request will be effective for everybody who signed.

## **Electronic Funds Transfer Disclosure**

**Does not apply to Health Savings Accounts or Business purpose accounts unless otherwise specified.**

**Fidelity Bank provides various banking services to our customers:** **(1) Prearranged Transfers:** (a) **Preauthorized credits:** You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s). (b) **Preauthorized payments:** You may make arrangements to pay certain recurring bills from your checking and/or savings account(s). **(2) FASTLINE Telephone Transfers:** You may access your account by telephone 24 hours a day at 504-523-FAST or 1-877-931-3278. You may perform the following types of transfers with Fidelity's FASTLINE service: (a) Transfer funds among your checking, money market, statement savings accounts. (b) Transfer funds from your checking, money market, statement savings account to your loan account with us.

(c) Transfer the interest in your certificate of deposit account to your checking, money market, statement savings account; however you will not be allowed to transfer any funds on a CD Individual Retirement Accounts (IRA). **(3) ATM Transfers:** You may access your account by Fidelity's ATM card and debit card to perform the following transfers: (a) Withdraw cash from your statement savings and checking accounts. ATMs not operated by Fidelity may only allow you to withdraw funds from your designated primary account. (b) Transfer funds between your designated statement savings and checking accounts. ATMs not operated by Fidelity may or may not allow this functionality. (c) Make deposits to your statement savings and checking accounts with

your ATM card or debit card using an ATM machine owned and operated by Fidelity Bank. **(4) Point-of-Sale Transactions:** You may use your debit card to purchase goods and services (in person, by phone, by Internet), get cash from merchant locations that are members of the point-of-sale networks in which we participate, and do anything that a participating merchant will accept. You may make purchases from your checking or health savings account. **(5) Internet Banking Transfers:** You may access your account(s) through the internet using your Customer ID and password on our website: [www.bankwithfidelity.com](http://www.bankwithfidelity.com). See the Online Banking Agreement for more details on the types of transfers allowed. **(6) SMS Text Banking** – You may access your account(s) on your mobile phone through SMS text message You may perform the following types of transfers: (a) Transfer funds among one primary checking, money market, or savings account and one secondary checking, money market, or savings account **(7) Smart Phone Application** – You may access your account(s) on your mobile phone by downloading the Fidelity smart phone apps and using your Customer ID and password. You may perform the following types of transfers:

(a) Transfer funds among checking, money market, or savings accounts. (b) Transfer funds from your checking, money market, statement savings account to your loan account with us. **(8) Electronic Fund Transfers Initiated By Third Parties:** You may authorize a third party to initiate electronic fund transfers between your checking, money market, or savings accounts and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third-party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

- 1. Limitations of Transfers:** There are certain limitations on the use of your ATM/Debit card. A total, aggregate, combined daily withdrawal limitation of \$2,500.00 exists on all ATM/Debit cards. Within this limitation, there are two categories: cash withdrawals and purchase withdrawals. A \$400.00 daily cash withdrawal limitation exists for ATM/Debit cards. A \$2,500.00 daily purchase withdrawal limitation exists on all ATM/Debit cards, including a limit of \$200.00 for international e-commerce transactions. Fidelity Bank reserves the right to impose further limitations on the use of your ATM/Debit card without prior notice for security reasons. If you are traveling outside of Fidelity Bank's local region and would like to utilize your Fidelity ATM/Debit card, you must contact us before you leave to ensure your ATM/Debit card will be available. Other institutions may impose lower dollar limitations on the amount of cash withdrawal that may be obtained using your ATM/Debit card and PIN at their ATMs. There is a limit on the amount of bill payment transactions of no more than \$99,999.00 per transaction. The Health Savings Account Debit Card cannot be used at any ATM for cash withdrawals. Balance inquiries may be made at any Fidelity Bank ATM. Additional limits apply to the use of online banking and Internet Banking Transfers. Refer to the Online Banking Agreement for more details.
- 2. Fees:** There are fees associated with some of the electronic services offered. Fees charged by Fidelity Bank are outlined in the Fee Schedule section of this agreement. Charges for ATM/Debit Card Transactions: We will charge you a fee for each cash withdrawal, funds transfer or balance inquiry that you make using an ATM that is owned and operated by other banks who are members of the electronic fund transfer networks in which we participate. You will not be charged this fee at ATMs owned and operated by Fidelity or a Community Cash ATM. When you use an ATM not owned by us, or within the Community Cash network, or any network used, and 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. You also may be charged an additional fee by another institution for use of its ATM (a non-Fidelity/Community Cash ATM) and by any national, regional or local network used to complete the transaction. The fee charged should be disclosed to you on the ATM.
- 3. Documentation:** You may receive documentation for some of your electronic transfers. **Terminal Transfers:** You will be given a receipt for transactions made with your ATM/Debit card at participating network automated teller machines, point-of-sale terminals as well as ATMs owned and operated by Fidelity. **Pre-authorized Credits:** If you have direct deposits made to your account at least once every 60 days for the same person or company, you can call us at 1-800-220-2497, access the FASTLINE at (504) 523-FAST or 1-877-931-3278 or access online at [www.bankwithfidelity.com](http://www.bankwithfidelity.com) to determine whether or not the deposit has been made. **Periodic Statements:** You will receive monthly statements on your checking account and money market accounts. You will receive monthly statements on your statement savings accounts unless there are no electronic transfers in a particular month. In any case, you will get the statement at least quarterly on your savings accounts. **Pre-authorized Payments:** If pre-authorized regular payments vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be.

**In Case of Errors or Questions about Your Electronic Transfers:** Telephone us at 1-800-220-2497, visit us at your local branch or write to us at the address shown below 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 60 days after we sent you the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- (3) 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 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three 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 documents that we used in our investigation.

**Stopping Payment of Pre-authorized Transfers:** If you have told us in advance to make regular payments out of any of your deposit accounts with us, you can stop these payments. Here's how: Call us at the telephone number below, visit your local branch or write to us at the address listed below in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we also may require that you put your request in writing and get it to us within 14 days after your call at the address listed below. Please refer to the Fee Schedule for the amount that will be charged to your account for each stop payment order you give. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. ATM/Debit Card transfers – Merchants may allow returns or refunds on purchases; however, you cannot stop payment on any ATM/Debit card transactions. For this reason, you should inquire about the merchant's refund policy before entering into a debit card transaction. Merchandise purchased by using your debit card that is subsequently returned will be reflected as a credit on your checking account statement provided you elect to have the return credited to your account. Refer to the error resolution section for information related to erroneous transfers appearing on your account.

**Transactions That Are Not Completed:** If you properly instruct us to perform an electronic funds transfer and we do not complete it on time or in the correct amount, and we have agreed to perform it, with certain exceptions, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable, for instance (a) if, through no fault of ours, you do not have enough money in your account to make the transfer, (b) if the money in your designated account is attached, subject to legal process or other claim restricting such transfer, (c) if the transfer would go over the credit limit on your overdraft line, (d) if an ATM banking machine does not have enough cash to complete the transaction, (e) if there is a technical malfunction in the system that is known to you when you try to perform the transaction, (f) if circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions.



that we have taken, (g) if we believe in good faith that a breach of security has occurred, or is occurring, involving your account or any aspect of your utilization of electronic banking services and we take immediate steps to notify you, (h) if you did not receive an online banking confirmation number for a transfer request, or (i) there also may be other exceptions as provided by applicable law or stated in our agreement with you.

**Liability of Unauthorized Transfers:** You will be liable for unauthorized electronic transfers to your designated accounts to the extent allowed by applicable federal and state law. Tell us **AT ONCE** if you believe your password, card, or other means to access your account have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone accessed your account without your permission. If you **DO NOT** tell us within 2 business days after you learn of the loss or theft, and we can prove we could have stopped someone from using your password, card, or other means to access your account if you had told us, you could lose as much as \$500.00. If your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed, electronically submitted, or otherwise made available to you; you may not get back any money you lost after the 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 hospital stay) keeps you from telling us, we may extend these time periods. If you believe that your password, card or other means of access to your account has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (504) 569-3594 or 1-800-220-2497, visit your local branch or write to us at the address included in this disclosure.

**Visa® Debit Credit:** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by Visa®. Visa® is a registered trademark of Visa International Service Association.

**Disclosure of Information about Your Account:** In the ordinary course of business, we disclose information to third parties about your accounts or transfers you make: (a) Where it is necessary for completing transfers or resolving errors involving transfers; (b) In order to verify the existence and condition of your account for a third party, such as a consumer reporting agency or merchant; (c) In order to comply with orders or subpoenas of government agencies or courts; or (d) If you give us your written permission.

Please ask your Fidelity Banker for additional details on other products and services we offer.

**Customer Service Center**  
**FASTLINE 24-Hour Automated Phone Access**  
**504-569-3594 or 1-800-220-2497**

**Error or Questions in writing about your Electronic Transfers:**  
**Fidelity Bank**  
**Attn: Electronic Banking Department**  
**P.O. Box 5990**  
**Metairie, LA 70009**

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