# **FACTS**

# WHAT DOES RED RIVER BANK DO WITH YOUR PERSONAL INFORMATION?

# WHY?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

# WHAT?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and transaction history
- Credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

# HOW?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Red River Bank chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR INFORMATION	DOES RED RIVER BANK SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes – such as to process your	Yes	No
transactions, maintain your account(s), respond to court orders and		
legal investigations, or report to credit bureaus.		
For our marketing purposes – to offer our products and services to	Yes	No
you		
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about	No	We don't share
your creditworthiness		
For nonaffiliates to market to you	No	We don't share

# **QUESTIONS?**

Call 318-561-5800 in Central Louisiana, call 985-888-1493 in the Northshore area, 318-675-2900 in Northwest Louisiana, call 225-923-0232 in Southeast Louisiana, 337-656-6500 in Southwest Louisiana or go to www.redriverbank.net

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WHAT WE DO	
How does Red River Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Red River Bank collect	We collect your personal information, for example, when you
my personal information?	<ul> <li>Open an account or apply for a loan</li> <li>Show your government-issued ID or provide employment information</li> <li>Make deposits or withdrawals from your account</li> </ul>
	We also collect your personal information from others, such as credit bureaus or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only
	<ul> <li>Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for nonaffiliates to market to you</li> </ul>
	State laws and individual companies may give you additional rights to limit sharing.

DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	<ul> <li>Red River Bancshares Inc.</li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
	<ul> <li>Red River Bank does not share with nonaffiliates so they can market to you.</li> </ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
	<ul><li>Our joint marketing partners include investment companies.</li></ul>



**DEFINITIONS.** Throughout this Agreement, these terms have the following meaning:

- "You," "your," and "account owner" refer to the Customer whether or not there are one or more Customers named on the account.
- "We," "our," and "us" refer to the Bank, Red River Bank.
- The acronym "NOW" means Negotiable Order of Withdrawal.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

**GENERAL AGREEMENT.** You understand that the following Account Agreement ("Agreement") governs your NOW account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening Disclosures include the fees and charges applicable to the account, the interest rate(s) and applicable annual percentage yield (APY), compounding and crediting of interest, minimum balance requirements, and other pertinent information related to the account. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

YOUR CHOICE OF ACCOUNT. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

**INDIVIDUAL** ACCOUNT. The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

JOINT ACCOUNT. The account owners agree that the funds deposited into the joint account may be paid to any one of the account owners, whether or not the account owner(s) are living. If an account owner dies, we may pay the funds to the surviving account owner(s), and any payment shall be a full release and discharge of our obligation as to any heir, legatee, creditor, or other third party having rights or claims to the funds of the deceased account owner. We are also not liable for any estate, inheritance, or succession taxes that may be due. However, the surviving account owner(s) may be liable to any heir, legatee, creditor, or other third party having rights or claims to the funds of the deceased account owner.

**TRANSFERS AND ASSIGNMENTS.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

MULTIPLE ACCOUNT OWNERS. If there is more than one account owner for your account, all account owners may access the funds deposited into the account. We may release all or any part of the amount in the account to honor checks, orders, or other items, or withdrawals or requests from any person named on this account. However, the number of signatures on the Account Information form must be met. If we receive a signed, written notice from an account owner requesting that we prevent payments from the account, we may refuse to honor any checks, orders, or other items, or withdrawals or requests from the account until we have written consent from all account owners. Any person named on the account is liable for an amount equal to the overdrawn balance plus any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. We may freeze the account upon receipt of notice of the death or incapacity of an account owner

until we have received all necessary documentation to establish to whom payment should be made. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

**POWER OF ATTORNEY.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

**RESTRICTIVE LEGENDS.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

STALE OR POSTDATED CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**PREAUTHORIZED CHECKS OR DRAFTS.** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**VERIFYING FUNDS AVAILABILITY FOR CHECK.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

CHECK SAFEKEEPING. If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Fee Schedule or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

YOUR RESPONSIBILITY FOR BACK OF CHECK. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

**SUBSTITUTE CHECKS.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the 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 that you receive back from us may be substitute checks. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

**REMOTE DEPOSIT CAPTURE.** Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at \*\*\*TEST\*\*\* Red River Bankonly."

**REMOTELY CREATED CHECKS.** A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

WITHDRAWALS. Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

**DEPOSITS.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and

expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

**COLLECTION OF DEPOSITED ITEMS.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

STATEMENTS. We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after 60 days after we mail or otherwise make the statement available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**ELECTRONIC STATEMENTS AND NOTICES.** You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures.

ACH AND WIRE TRANSFERS. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Louisiana. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**PROVISIONAL PAYMENT.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**INTERNATIONAL ACH TRANSACTIONS.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**NOTICE OF RECEIPT.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**CHOICE OF LAW.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

#### STOP PAYMENTS.

STOP PAYMENT ON CHECKS. You may stop payment on a check drawn against your account by a record or written order, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. We reserve the right to confirm your request in writing. A Stop Payment Order on a check remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

STOP PAYMENT ON ACH DEBITS. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law.

You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

**DEATH OR INCOMPETENCY.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

#### NON-SUFFICIENT FUNDS AND OVERDRAFTS - AVAILABLE BALANCE.

HOW WE DECIDE TO PAY AN ITEM OR DEBIT. We use an available balance method to determine if there are sufficient funds in your account to pay an item or debit transaction. The available balance reflects deposits and transactions that have been posted to your account, such as checks you have written, and transactions that have been authorized but not yet posted to your account, including deposit holds and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

**HOW WE ASSESS FEES.** If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

RETURN ITEM FOR NON-SUFFICIENT FUNDS. If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or re-presentation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**OVERDRAFTS.** If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

**PROCESSING ORDER.** We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for them in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

SIGNATURES. Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**PAYMENT OF INTEREST.** If the account you selected pays interest, your Truth in Savings disclosure will include Rate Information, Compounding & Crediting, and the minimum daily balance to earn the disclosed annual percentage yield.

**FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

WITHDRAWAL NOTICE REQUIREMENTS. We have the right to require seven days prior written notice from you of your intent to withdraw any funds from your account.

SET-OFFS AND SECURITY INTEREST. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

CLAIMS. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

**DORMANT/INACTIVE ACCOUNTS.** You understand that if your account is dormant or inactive, we may charge fees specified in the Disclosures and cease any interest payments to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

ATTORNEYS' FEES AND EXPENSES. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**LEGAL PROCESS AGAINST ACCOUNT.** You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

**CLOSING ACCOUNT.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

**OUR WAIVER OF RIGHTS.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

**YOUR WAIVER OF NOTICE.** By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**NOTICE.** You are responsible for notifying us of any address or name changes, death of an account holder, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

TELEPHONE AND ELECTRONIC COMMUNICATION. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

ONLINE OR MOBILE SERVICES. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

AMENDMENTS AND ALTERATIONS. You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

EFFECTIVE APPLICABLE LAWS AND REGULATIONS. You understand that this Agreement is governed by the laws of Louisiana, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

# NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

# **NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

# Truth in Savings Disclosure Red River Bank P O Box 12550 Alexandria, LA 71315

TISA Disclosure for DD Product OSC

#### **ONLINE SUPERIOR CHECKING**

#### **RATE INFORMATION**

The interest rate on your ONLINE SUPERIOR CHECKING is variable. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time.

NOTE: In this disclosure, Annual Percentage Yield is abbreviated as "APY".

Interest

Rate APY

Balances Through \$9,999,999,00 .1000% .10%

# **COMPOUNDING AND CREDITING**

Interest will be compounded monthly, and will be credited to your account monthly.

#### **EFFECT OF CLOSING AN ACCOUNT**

If you close your ONLINE SUPERIOR CHECKING account, accrued interest that has not been credited to the account will be paid through the closing date.

#### **BALANCE INFORMATION**

You must deposit \$100 to open this account. You must maintain a minimum balance of \$1 in the account each day to obtain the disclosed annual percentage yield.

#### **BALANCE COMPUTATION METHOD**

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

#### WHEN INTEREST BEGINS TO ACCRUE

Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

#### **FEES AND CHARGES**

Monthly Balance Requirement Fee \$12.50 if combined daily balance of your deposit accounts is less than

\$4,000

\*This \$12.50 fee is waived with a \$4,000 or more combined daily balance of your deposit accounts or with \$10,000 or more in Certificates of Deposit.

# TRANSACTION LIMITATIONS

None

# SUBSTITUTE CHECK POLICY DISCLOSURE

# IMPORTANT INFORMATION ABOUT YOUR ACCOUNT Substitute Checks and Your Rights

<u>WHAT IS A SUBSTITUTE CHECK?</u> 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 that 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 check, whichever is less. You are also 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 \$2,500.00 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 us by:

Phone at: (866)561-4090 or Mail at: Red River Bank

Deposit Operations PO Box 12550 Alexandria, LA 71315

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 less. 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 such as the check number, the name of the person to whom you wrote the check, the amount of the check.

#### WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

- 1. We have <u>standard overdraft practices</u> (Overdraft Privilege) that come with your account. (See Your Account disclosure booklet for more details.)
- 2. We also offer overdraft protection plans, such as a link to a savings account or to an overdraft line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

# What are Non-Sufficient (NSF) Fees?

If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times but we will monitor for represented items or payments to avoid charging a duplicate fee. You agree that we may charge you an NSF fee each time a payment is presented, not to exceed our maximum daily limit, if the amount of money available in your account is not sufficient to cover the payment. Refer to your Schedule of Fees for Additional Services disclosure for a current list of our fees and charges.

# What are the standard overdraft practices that come with my account?

We do authorize and pay overdraft for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We <u>will not</u> authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we <u>do not guarantee</u> that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

# What fees will I be charged if Red River Bank pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee each time we pay an overdraft, not to exceed our maximum daily limit. Refer to your <u>Schedule of Fees for Additional Services</u> disclosure for a current list of our fees and charges.
- We limit the number of overdraft fees that we charge daily to six (6) fees, per account.
- There is no overdraft fee when the resulting overdraft balance, after all transactions have been posted, is \$10 or less.
- Items of \$3 or less that are paid resulting in an overdraft will not be charged an overdraft fee.

# What if I want Red River Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts for ATM and everyday debit card transactions, we must receive your consent in writing. Notify a bank representative or contact us by phone for more information. You may opt-in or revoke a previous opt-in at any time by calling us at 866-561-4090 or visiting a banking center near you.

#### CHECKCARD CARDHOLDER DISCLOSURE

This Cardholder Disclosure covers the terms and conditions in the use of the Debit Card or CheckCard ("Card") issued to you by Red River Bank. This Disclosure is applicable to Cards issued to consumers; and used or established primarily for personal, family, or household use; and the Account to which the Card is made available is a consumer Account. By using your Card, you acknowledge your understanding and agreement to the following terms and conditions:

If you request, receive, and use a Card issued by Red River Bank to access an Account, you agree to be bound by the terms and conditions of this Disclosure. If more than one person is a joint owner on the Account to which the Card has access, you are all jointly and severally liable for any obligations incurred by any of you through use of a Card, PIN, or combination of them. We can waive or delay enforcement of our rights as to any one of you without affecting our rights as to others of you. This Disclosure is also binding on all personal representatives and successors of any of you.

You should retain this Disclosure for your records.

# Use of the Card

You may use the Card **with** your Personal Identification Number (PIN) at any Red River Bank Automated Teller Machines (ATMs) to:

- Access balance information for your Account(s);
- Withdraw cash from your Account(s);
- Transfer funds between your Accounts with the Red River Bank; and
- Make deposits to your Accounts at Red River Bank at terminals where deposits are accepted.

You may use the Card with your Personal Identification Number (PIN) at ATMs not owned by Red River Bank to:

- Access balance information for your Account(s); and
- Withdraw cash from your Account(s).

You may use the Card to withdraw cash from your Checking Account at Point-of-Sale (POS) terminals that allow this feature.

You may use the Card with or without your PIN to:

- Purchase goods or services at places that accept MasterCard;
- Order goods or services by mail, Internet or telephone from places that accept MasterCard; and
- Make automatic payments from your Account to pay bills or other charges, provided the person or organization you are paying agrees to accept payments in this way.

Use of the Card, number on the Card, the PIN, or any combination of them for payments, purchases, or to obtain cash from merchants, financial institutions, ATMs or others who honor MasterCard is an order by you for the withdrawal of the amount of the transaction from your Account, and is your authorization for Red River Bank to provide Account balance information, make the requested transfer, or accept deposits to your Account.

#### **Notice Regarding ATM Fees by Others**

If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

# **Your Right to Receive Documentation of Transactions**

If requested, you will receive a receipt at the time you make any transfer to or from your Account using an ATM or POS terminal. Any balance shown will be the balance after the Transaction has been completed, but may not include deposits still subject to verification or collection. This receipt may differ from your records because of deposits not yet credited, outstanding checks, other withdrawals not yet processed, payments or charges.

You will receive periodic statements from us for your Account. Your periodic statement will show the ATM and merchant transactions you made during that statement cycle and any service charges for making these transactions. Your statement is available as a paper statement or an electronic statement.

# **Payment of Transactions and Hold on Account**

You authorize us to pay out of your Account the total amount of any transactions originated by use of the Card. Your use of the Card for a payment, transfer, or cash withdrawal is regarded as a withdrawal from and/or a demand on your Account at the time the Card is used, even if the transaction is not posted to your Account at that time.

When your Card is used in a transaction, we will place a hold on the funds available in your Account necessary to cover the transaction in the amount requested by and authorized for the merchant. Once such a hold is in place, the amount on hold will not be available to pay checks, ACH debits, or other withdrawal or transfer orders or requests that you or other parties might make while the hold is in effect. During the period of any hold, if there are not sufficient funds in your Account for such transactions in excess of the amount of the hold, we may, at our discretion, return items presented against your Account or decline withdrawal and transfer requests, or we may pay such items and approve such withdrawal and transfer requests. The hold will be released when the merchant presents, and we process, supporting documentation for the transaction, or three business days after the transaction date, whichever occurs first.

You agree to be responsible for any non-sufficient and/or overdraft fees we assess as a result of transactions against insufficient funds in your Account during the period of any Card authorization holds, subject to the requirements of applicable law or regulation.

#### **Account Balance Availability**

There is no credit line associated with your Card. This means that at the time of the transaction, you must have sufficient funds in your Account to pay for the transaction and generally you are never allowed to exceed the available balance in your Account. Nevertheless, if you exceed the available balance, you shall remain fully liable to us for the amount of the transactions and any applicable fees and charges.

At your discretion, if you have qualified for Overdraft Privilege, our courtesy overdraft service, you may give us your consent to include the Overdraft Privilege limit in the amount used to authorize and pay overdrafts for ATM withdrawals and everyday CheckCard transactions. Our standard procedure is to NOT include the Overdraft Privilege limit in the amount used to authorize and pay for ATM withdrawals and everyday CheckCard transactions. We will only include this courtesy overdraft amount if requested by you or any other owner on your Account. You or any owner on the Account can revoke this consent at any time by notifying the bank. If you consent to include Overdraft Privilege limit in the amount used to authorize and pay overdrafts for ATM withdrawals and everyday CheckCard transactions, you will be charged an overdraft fee for any Card transaction that overdraws your Account.

The account balance provided upon an inquiry at an ATM does not include the availability from any credit line or courtesy overdraft amount.

# Personal Identification Number ("PIN")

You acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the Card is a security method by which Red River Bank is helping to protect your Account. Therefore, you agree to take all reasonable precautions that no one else learns your PIN. You also understand that reasonable precautions include, but are not limited to, the following:

- You agree not to provide the PIN or the Card to any person or entity not authorized to use the PIN or the Card;
- You agree not to write the PIN on the Card issued to you or on anything that would increase the risk of unauthorized or fraudulent use of the Card (for example, on something in your wallet or on the cardholder envelope);

- You agree to keep the Card and the PIN in a safe place and otherwise protect the Card and PIN from fraudulent or unauthorized use; and
- You agree to notify us at once if you believe that your Card and/or PIN has been lost, stolen or used fraudulently or if you believe any transaction is in error.

If you voluntarily give your Card and/or PIN to another person at any one time, you have authorized said person(s) to use your Card and access the funds in your Account, and you will be responsible for their use of your Card from that period on unless Red River Bank has been otherwise notified and your PIN has been changed.

#### **Responsibility for Transactions**

You are responsible for all Transactions you make with the Card directly or through another person whom you authorize. You understand and agree that if you voluntarily give your Card and/or PIN to another person at any one time, you have authorized said person(s) to use your Card and access the funds in your Account, and you will be responsible for their use of your Card from that period on unless Red River Bank has been otherwise notified and your PIN has been changed. Until we are notified, we will consider that person to be your authorized agent, and will hold you primarily responsible for any use of the Card or PIN. That person will have access to all Accounts identified by your Account number and will be able to withdraw **ALL MONEY** in your Account or Accounts. In addition, if your Account is tied to a line of credit with us, the person who has the Card can access any line of credit you may have with the Bank. If the Account is a joint Account, all transactions involving the Account are binding on all Account holders. For additional information, please see the paragraph titled **Your Liability for Unauthorized Use.** 

Except as provided otherwise by applicable law, a transaction by someone other than yourself shall be deemed to have been authorized by you. If a Card is issued for a joint Account, you agree to be jointly and severally liable.

#### Your Liability for Unauthorized Use

An unauthorized transfer means a transfer from your Account that is initiated by another person without your permission and authority to initiate the transfer and from which you receive no benefit. An unauthorized transfer does not include any transfer that is initiated by a person who was furnished with the Card or PIN by you, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification.

You shall notify us immediately if you believe that your Card has been lost or stolen or that someone has learned your PIN or Card number. Telephoning us is the best way to minimize your possible losses. You could lose all of your Funds if you do not notify us, but your losses can be limited if you notify us promptly. If you notify us within two (2) business days, you can lose not more than \$50 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card, and if we can prove that we could have stopped someone from using your Card without permission if you have promptly notified us, you could lose as much as \$500.

You shall notify us immediately if your Card statement shows transfers or transactions that you did not make or authorize. If you do not notify us within sixty (60) days after the statement was delivered to you, and if we can prove that we could have stopped someone from taking or using the money if you have notified us in time, you may not get back any money that you lost after the sixty (60) days. If we determine that you have been grossly negligent or fraudulent in the handling of your Account or Card, your liability may increase. These rules do not apply to other electronic transfers.

# **Error Resolution Procedure**

In case of an error or question about electronic Card transactions, please notify us as soon as possible if you think your statement or receipt is wrong. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. When you notify us:

- Tell us your name and Card number.
- Describe the error or transaction and explain as clearly as possible why you believe that it is an error.
- Tell us the dollar amount of the suspected error and where and when the transaction took place.

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

Within ten (10) business days after we hear from you, we will determine whether an error occurred, and if so, we will correct the error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint. If

the transaction is initiated outside the United States, we will have ninety (90) days instead of forty-five (45) days to investigate. If we decide to do this, we will credit your Account (provisional credit) within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaints in writing and we do not receive it within ten (10) business days, we may not credit your Account.

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

#### **How to Contact Us**

By phone: 1-866-561-4090

By mail: Red River Bank, P O Box 12550, Alexandria, LA 71315-2550

Visit any of our banking center locations

#### **Claims Against Merchants**

Any claims concerning property or services purchased with the Card must be resolved by you directly with the merchant or seller who accepted the Card, and any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the transaction. If you have authorized a merchant to bill charges to your Card on a recurring basis, it is your responsibility to notify the merchant in the event you wish to cancel the authorization, your Card number or expiration date changes, or the applicable Account from which payments are debited has been closed.

#### **Limitations on Use**

Only one Card will be issued per Account Holder and only the person identified on the Card is authorized by Red River Bank to use it. The following limitations generally apply:

- You are permitted to conduct unlimited number of purchases per day with an aggregate maximum spend amount of \$3,000 per day (IF the funds are available in your Account).
- You are permitted to conduct unlimited number of withdrawals from ATMs per day with an aggregate withdrawal amount of \$504.00 per day (IF the funds are available in your Account).
- You may not use the Card for any illegal or restricted transaction, this includes internet gambling services. To the fullest extent permitted by law, you further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal.
- Red River Bank reserves the right to restrict card usage for certain merchant categories that have a higher risk of fraudulent activity or exhibits deceptive practices.

You may be denied the right to use the Card if:

- You attempt to spend more than our standard daily point-of-sale transaction limit (total of all daily transactions)
- You attempt to withdraw more than our standard daily ATM transaction limit (total of all daily withdrawals)
- You do not have adequate funds available in your Account for the transaction
- You do not enter the correct PIN or other required information
- A merchant does not correctly enter other information required as a security measure for us to identify you
- You do not provide information required as a security feature for transactions when your Card is not present
- You attempt to use your Card on websites that have been blocked by us due to illegal or restricted transactions associated with the merchant
- There is a suspected fraudulent transaction(s) and we are unable to contact you to determine the validity of the transaction(s). Once the validity is confirmed, your card will return to active status and can be used for ATM and POS transactions.

If you authorize a transaction, the approval may result in a hold for the amount of the transaction even if you do not complete the purchase. A hold which may be for more than the actual amount of the transaction may be placed by the merchant in connection with, for example, a hotel or car rental transaction or gasoline purchase.

# **Refusal to Honor Card**

We are not responsible for the refusal of any terminal, merchant, financial institution or other party to honor your Card. You understand and agree that said parties may not be able to determine your actual Account balance due to but not limited to

communication problems, mechanical failures, system problems, and may refuse to honor the Card for that reason. You agree that we are not liable to such refusal or inability to complete the transaction or for their retention of the Card.

#### **Ownership of Card**

You agree that your Card remains the property of Red River Bank and may not be transferred or assigned to anyone.

#### Our Liability for Failure to Complete a Transaction

If we fail to complete a transaction on time or in the correct amount, where properly instructed by you, we may be liable for your losses unless:

- There are insufficient or uncollected funds in your Account to complete the transaction;
- The funds in your Account are subject to legal process;
- The ATM machine has insufficient cash to complete the transactions;
- Your Card has been reported lost or stolen and you are using the reported Card;
- We have a reason to believe that the transaction requested is unauthorized;
- The failure is due to an equipment breakdown;
- If we do not receive the necessary transfer data from a third party, or if such data is incomplete or erroneous when received by us;
- You have exceeded the limitations on dollar amounts allowed;
- If making the transfer would cause us to violate any law, rule or regulation to which we are subject;
- The failure was caused by an act of God, fire, or other catastrophe, or by an electrical or computer failure, or by any other causes beyond our control; and/or

There may be other exceptions to liability stated in our account agreement or other agreements with you or otherwise provided by applicable law.

#### **Fraud Management**

You agree that if Red River Bank notices that your Card is being used in a pattern out of the normal, we may try to contact you to verify that your Card has not fallen into the hands of an unauthorized user. If we do not reach you, we may, in order to attempt avoidance against possible loss, choose to invalidate or deactivate your Card. Your Card may be revalidated once activity is verified by you to be valid transactions. However, you understand that Red River Bank has no obligation to monitor how your Card is usually used or to notify you if we notice unusual activity.

When a fraud trend is identified as coming from a location such as a certain State or foreign country, Red River Bank reserves the right to decline all authorizations or to authorize only PIN-based transactions originating from that location.

#### **Returns and Refunds**

If you need to return an item that you purchased with the Card, the merchant will handle the return in accordance with MasterCard© guidelines. The merchant may credit your Card, provide a cash refund, or issue store credit.

#### **Foreign Currency Transaction**

Any purchase or withdrawal made in another currency will be converted to U.S. dollars and cents according to the regulations of the Network(s) which handled the transaction. Currency conversion may occur on a date different from the date of transaction. The exchange rate will be a rate selected by MasterCard© from the range of rates available in wholesale currency markets, which may vary from the rate MasterCard© receives itself, or the government-mandated rate in effect for the applicable central processing date.

An International Service Assessment ("ISA") fee charged by the Network(s) is a fee which is a percentage of the transaction amount for all purchases, credit vouchers, and cash disbursements, both original and reversal transfers for transactions made in a country other than the United States or U.S. territories. The ISA fee will be debited to your Account and appear on your periodic statement.

# Confidentiality

We will disclose information to third parties about your Card only when it is necessary to:

Complete a transaction;

- Provide information to a Network or a merchant during a dispute claim; or
- Comply with a government agency or court order.

For more information on our confidentiality policy, please refer to our Privacy Disclosure.

#### Cancellation

Red River Bank may terminate your Card, suspend your use of the Card, or restrict the use of the Card, at any time, for any reason, without prior notification. The Card may be terminated by you by giving verbal or written notice to us. Termination of the Card shall not affect the liability incurred by you prior to termination.

#### Amendment

We have the right to change the terms of this Disclosure, including the separate sections hereof, and/or the fees, charges, features, operational elements, and other terms and conditions applicable to the use of the Card or transactions made with the Card, at any time and from time to time in our discretion. We may notify you of changes by mailing a copy of the changes to your address that appears in our records, or by posting notice of the changes in our banking centers where deposits are received, or by including notice of changes with or on your Account statement, or by posting notices of changes on our official web site at <a href="http://www.redriverbank.net">http://www.redriverbank.net</a>, or by providing you with notice pursuant to any other method to which you have agreed in connection with the Account(s). Subject to any notice requirements provided by applicable law, any changes to this Disclosure will be effective on the date we mail or otherwise provide them to you or on the date we otherwise specify in a notice to you. By using your Card after any such change or amendment, you agree to that change or amendment. If you do not agree to any change or amendment relating to terms and conditions of this Disclosure, you must discontinue your use of the Card and return the Card to us for cancellation.

#### **Notice of Negative Information**

You are hereby notified that a negative credit report which reflects on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of any of your credit obligations with us.

# **Other Agreements**

Except as provided in this Disclosure, electronic funds transfers made by use of your Card are subject to the rules and agreements contained on your Terms and Conditions of Your Account Agreement, Electronic Funds Transfer-Your Rights and Responsibilities, and other Account rules and regulations for your Account(s) and this Disclosure is herein made part of those rules and regulations.

#### **Severability and Governing Law**

In the event that any provision of this Disclosure is determined to be invalid, illegal or unenforceable, such determination shall not affect the other provisions of this Disclosure. The terms and conditions of this Disclosure are governed by and construed in accordance with the laws of the State of Louisiana and any applicable Federal law.

# **Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED IN THIS DISCLOSURE OR BY APPLICABLE LAW, YOU AGREE THAT WE SHALL NOT BE RESPONSIBLE TO YOU FOR ANY LOSS, INJURY, OR DAMAGE ARISING OUT OF THE PERFORMANCE OF THE TERMS IN THIS DISCLOSURE AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBLITY OF SUCH DAMAGES.

# **SCHEDULE OF FEES FOR ADDITIONAL SERVICES**

Effective January 1, 2025

Cashier's Check	5.00
Debit Card	12.00
Debit Card replacement	5.00
Coins purchased (per roll)	.06
Collection (per item)	20.00
Currency purchased (per strap)	.25
Dormant fee (monthly) 1	5.00
Gift Card (per card)	3.95
Levy/Garnishment (per incident)	25.00
Night deposit bag with key	15.00
NSF fee (per item) <sup>2</sup>	32.00
Overdraft fee (per item) <sup>3</sup>	34.00
Overdraft Transfer Service (per transfer)	10.00
Prepaid Re-loadable Card (per card)	6.00
Research per hour	20.00
Research per page	1.00
Stop payment	35.00
Telephone transfer (per request)	1.00
Verification of deposit from third party	25.00
Withdrawal at foreign ATM <sup>4</sup>	1.00
Wire Transfers:	
Domestic Incoming	15.00
International Incoming	50.00
Domestic Outgoing	35.00
Domestic Outgoing Business On-line	15.00
International Outgoing Business On-line	50.00
International Outgoing	60.00

<sup>&</sup>lt;sup>1</sup>An account becomes dormant after twelve (12) months of no customer activity.

<sup>&</sup>lt;sup>2</sup>There is a limit of six (6) NSF Returned Item fees per account per business day for checks and other transactions that would have overdrawn your account but we returned the item(s) instead of paying into overdraft.

<sup>&</sup>lt;sup>3</sup>There is a limit of six (6) overdraft fees per account per business day. There is no overdraft fee for transactions when the resulting overdraft balance after all transactions have been posted is \$10.00 or less.

<sup>&</sup>lt;sup>4</sup>A foreign ATM is one that is not owned by Red River Bank.

# **ELECTRONIC BANK STATEMENT DISCLOSURE**

This Electronic Bank Statement Disclosure ("Disclosure") provided by Red River Bank ("Bank") describes the service for receiving your deposit account statements online and discloses the terms of use for Red River Bank's E-Statement Service. This Disclosure is in addition to other agreements between you and Red River Bank, including the applicable deposit account agreement(s) and regulatory disclosures. Please read this Disclosure carefully and retain a copy for your records.

# **Description of E-Statement Service**

You have elected to receive your account bank statement(s) electronically for any checking or savings account that you choose. E-Statements will be available to you electronically through Red River Bank's OnLine Banking service. The E-Statement will be in Portable Document Format ("PDF") that you can view and print. E-Statements will be available at the same frequency and the same scheduled date each month or quarter, as required. Generally, this means that you will receive a monthly statement electronically for checking and money market accounts, as well as for savings accounts containing at least one electronic transaction. Online accounts statements will be delivered quarterly for savings accounts with no electronic transaction activity. Electronic statements will be archived for a period of two years in OnLine Banking.

# **Equipment and Software Needed**

To receive E-Statement Service, you will need Internet access, be enrolled in Red River Bank's OnLine Banking service, have a valid email address, and Adobe Acrobat Reader 5.0 or above. Also, you must have access to a printer if you want to print your bank statement. Also, if you wish to download E-Statements to media for archival purposes, you must have software and hardware necessary to download to the media (DVD, CD, diskette, hard drive, etc.). You are responsible for and must provide the equipment, software and services necessary to access, download and print your E-Statement. If you do not have the correct version of Adobe Acrobat Reader, you may go to the website www.adobe.com to download the software. Typically, there is no charge for the software download.

# **E-Statement Service Terms**

You agree to the following terms:

- 1. To receive electronically your monthly bank statement, change in terms notices, banking disclosures and other notices when available electronically; and
- 2. To abide by the terms and conditions set forth in this Disclosure and acknowledge your receipt and understanding of the disclosures contained in this Disclosure; and
- 3. To review for discrepancies in your account statement delivered electronically and to report any discrepancies immediately to the Bank at any of the addresses listed below; and
- 4. To immediately notify Red River Bank of any change to your e-mail address or discontinuation of your Internet access. We can assist you with changing your account type to one that offers paper statements and notices, if needed, at no additional charge.

To notify us concerning these changes, or if you need technical or other assistance concerning your EStatement, you may contact us via:

Email to www.customerservice@redriverbank.net

Phone to Customer Service at 866-561-4090

Postal mail addressed to Red River Bank, P.O. Box 12550, Alexandria, LA 71315-2550

# **E-Statement Availability**

Since your E-Statement is available through Red River Bank's OnLine Banking Service, viewing and printing your E-Statement is contingent upon factors affecting your Internet Service Provider or such other relevant entities and that Red River Bank has no control over these third party service providers. All matters concerning these third party service providers are solely between you and the third party service providers.

# **Security and Privacy Information**

E-Statements are stored on a secure server and protected by advanced encryption techniques. These security measures are intended to keep this information under a virtual lock and key so that it may only be used by you. However, this security is partly contingent upon your responsible behavior in protecting your User ID and Password for Red River Bank's OnLine Banking Service. You are responsible for keeping your User ID and Password confidential and for ensuring that you have logged out of the OnLine Banking when your session is complete to prevent unauthorized persons from accessing your confidential information. You agree that you will not transfer or disclose any of this information to any other person and that you will be responsible for all usage of the services under your User ID and Password. Immediately contact us if you know of or suspect any unauthorized use of your User ID and Password.

# **Archival of E-Statements**

Once enrolled in E-Statement Service, you will begin to build statement history. Account statements rendered prior to you enrolling in E-Statement Service will not be available in OnLine Banking. Your E- Statements will be available in OnLine Banking for a rolling twenty-four (24) month period. If you wish to retain the statement history longer than this period, or at any time, you may download the statement to the media of your choice (hard drive, diskette, CD-ROM, DVD, etc.). You may, upon request, obtain a paper copy of any bank statement. There will be a charge for the research and printing of the paper documents. Please refer to the Bank's Personal or Commercial pricing information brochure for applicable research fees.

# Change in Terms

Red River Bank reserves the right to modify this Disclosure at any time. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how long your information is maintained. Notification will be delivered electronically.

**CUSTOMER COPY** 

#### **ELECTRONIC FUND TRANSFER DISCLOSURE**

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Red River Bank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by Red River Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

# ELECTRONIC FUND TRANSFER SERVICES PROVIDED

**DEBIT CARD SERVICES.** The services available through use of your Debit Card are described below.

#### **DEBIT CARD SERVICES:**

- You may withdraw cash from your checking account(s) and NOW account(s).
- You may make deposits into your checking account(s) and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s) and NOW account(s).
- You may use your card at any merchant that accepts Mastercard<sup>®</sup> Debit Cards for the purchase of goods and services.

#### ATM SERVICES.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your Debit Card through the following network(s): Mastercard, NYCE, PLUS, AFFN, SUM.

**ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

POINT OF SALE TRANSACTIONS. Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

• Debit Card: checking account.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

**AUTHORIZATION HOLDS.** An authorization hold is a temporary hold that is placed on your account for certain Debit Card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

CURRENCY CONVERSION - Mastercard<sup>®</sup>. If you perform transactions with your card with the Mastercard<sup>®</sup> logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard<sup>®</sup>. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

**IMPORTANT ADDITIONAL FEE NOTICE.** Mastercard® charges us a Currency Conversion Fee of 0.2% of the transaction amount for performing currency conversions and a Cross-Border Fee of 0.9% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 1.1% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "Mastercard Debit Switch" when the country of the merchant or machine is different than your country as cardholder. Be aware that when making online purchases you may not know that the merchant is located in a different country.

**SERVICES PROVIDED THROUGH USE OF PERSONAL TOUCH 24.** You may perform the following functions through use of Personal Touch 24:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market
  accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW
  accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).

For questions or more information, call us at: (866)561-4090

# PREAUTHORIZED TRANSFER SERVICES.

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

**SERVICES PROVIDED THROUGH USE OF ONLINE BANKING AND MOBILE BANKING.** Red River Bank offers its customers use of our Online Banking and Mobile Banking service.

You may access your account(s) through the browser on your cell or mobile phone at www.redriverbank.net or download application or through text messaging and using your user identification and your password, to:

- •transfer funds from checking to checking
- •transfer funds from checking to savings
- •transfer funds from savings to checking
- •transfer funds from savings to savings
- •transfer funds from line of credit to checking or savings
- •transfer funds to an individual using Person to Person Payments
- •make payments from checking or savings to loan account(s) with us
- •make payments from checking to third parties (Bill Pay)
- •get information about:
- -the account balance of checking account(s)
- -the account balance of savings account(s)
- •CD and loan information
- •Person to Person Payment

**ELECTRONIC CHECK CONVERSION.** If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

# LIMITATIONS ON TRANSACTIONS

#### TRANSACTION LIMITATIONS - DEBIT CARD.

CASH WITHDRAWAL LIMITATIONS. You may withdraw up to \$500.00 through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. Red River Bank reserves the right to change dollar amount limits at any time upon prior notification.

**POINT OF SALE LIMITATIONS.** You may buy up to \$3,000.00 worth of goods or services in any one day through use of our Point of Sale service.

#### OTHER LIMITATIONS.

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

# NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

# RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

• you can call us at (866)561-2265 to find out whether or not the deposit has been made.

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Red River Bank immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at an ATM or PIN may be changed by calling 866-633-5293

# RIGHTS REGARDING PREAUTHORIZED TRANSFERS.

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (866)561-4090

or

write to: Red River Bank Deposit Operations PO Box 12550

Alexandria, LA 71315

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company ten (10) days before each payment, when it will be made and how much it will be.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT. If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (866)561-2265 (24 hours a day, 7 days a week)

or

write to: Red River Bank

Card Operations PO Box 12550

Alexandria, LA 71315

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY. Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD. The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

**ILLEGAL USE OF DEBIT CARD.** You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers,

call us at: (866) 561-4090

or

write to: Red River Bank

Deposit Operations PO Box 12550 Alexandria, LA 71315 or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Red River Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS. We reserve the right to impose a fee and to change fees upon notice to you.

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Red River Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account

- 1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- 2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- 3. In order to comply with government agency or court orders; or
- 4. If you give us your permission in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change this agreement from time to time. You will be notified at least 21 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

#### ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and Red River Bank.

We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

You must open and maintain a checking account at Red River Bank to receive a debit card.

#### **FUNDS AVAILABILITY POLICY DISCLOSURE**

**PURPOSE OF THIS DISCLOSURE.** Our general policy is to allow you to withdraw funds deposited in an account on the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit. Our complete policy is summarized below.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to Red River Bank. The term "account" includes any demand deposit, negotiable order of withdrawal account, savings deposit, money market account or other non-time deposit account.

**DETERMINING THE AVAILABILITY OF YOUR DEPOSIT.** The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before 1:30 p.m. at an ATM or 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 after 1:30 p.m. at an ATM or on a day that is not a business day, we will consider the deposit made on the next Business Day we are open.

**AVAILABILITY SCHEDULE.** Our policy is to make funds from your cash and check deposits available to you on the first Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

**LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. 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. The first \$225.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, 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 day after we receive your deposit.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525.00 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the 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 7 Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**HOLDS ON OTHER FUNDS FOR CHECK CASHING.** If we cash a check for you that is drawn on another financial institution, 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 IN ANOTHER ACCOUNT.** If we accept for deposit a check that is drawn on another financial institution, 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.

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 \$5,525.00 of a day's total deposits of U.S. Treasury checks, U.S. Postal Service money orders, cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525.00 will be available on the 9th 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 \$5,525.00 will not be available until the second Business Day after the day of deposit.

On Us Checks and Other Check Deposits. Funds from checks drawn on us will be available on the 2nd Business Day after the day of deposit and funds from all other check deposits will be available on the 9th Business Day after the day of deposit.

**FOREIGN CHECKS.** Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

**DEPOSITS AT AUTOMATED TELLER MACHINES.** If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before I:30 p.m. CST on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 1:30 p.m. CST or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.