

MOBILE BANKING AGREEMENT ONLINE BANKING ADDENDUM

I. Introduction

The Cottonport Bank endeavors to provide you with the highest quality Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable.

From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

II. Definitions

As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

"Account(s)" means your eligible The Cottonport Bank Checking, Savings, Loans, CDs, Safe Deposit Box information and other The Cottonport Bank products that can be accessed through Mobile Banking.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. ***Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.***

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

"We," "Us," and "Bank" means The Cottonport Bank.

Other definitions are included in The Cottonport Bank Deposit account agreements and NetTeller Online Banking Agreement and Disclosure

III. Mobile Banking Service

A. Description of Service. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your The Cottonport Bank account information, make payments to payees using the Bill Pay service, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your Device within the Online Banking system. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. The Cottonport Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

B. Use of Service. In order to properly use Mobile Banking, you should follow any instructions that may be given now or in the future from the website. You agree to accept responsibility for learning how to use Mobile Banking and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device. Your continued use of the Service constitutes your acceptance of the Internet Banking Agreement, The Mobile Banking Agreement, and you further agree to be bound by all of the terms and conditions of the Agreement, in addition to your Deposit Account Agreement. You also agree to be bound by any subsequent modifications or amendments to these agreements.

C. Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

IV. Permitted Mobile Banking Transfers

You may use the Service to transfer funds between your eligible The Cottonport Bank Accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile Banking.

If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests received after 5:00 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or banking holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion as allowed by law. If we process the transfer, you agree to cover any overdraft amount plus any applicable fees. You may also be charged Non-Sufficient ("NSF") fees, if there are insufficient funds in your account.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures. Your Internet Banking Service or Mobile Banking Service may be terminated if you exceed transaction limits.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

V. Your Responsibilities

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

Because the Mobile Banking Service is similar to Online banking on a personal computer, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail and/or text messaging fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). You acknowledge that, other than at the time you are registering for this Service, the Bank will never contact you by e-mail or text message in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails or text messages that the Bank transmits to you. In the event you receive an e-mail, text message, or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not respond to the communication, provide any information to the sender of the communication, click on any links in the communication, or otherwise comply with any instructions in the communication, To the extent allowed by law, you agree that the Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, text message or internet fraud.

C. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

IX. Business Days

Transaction and update information are only processed on business days that are not banking holidays. Our business days are Monday through Friday. Transfers made after 5:00 p.m. will be processed the next business day. Banking holidays are not considered business days.

X. Your Liability for Unauthorized Transaction in Your Accounts

You are responsible for notifying us of any changes that affect your account, such as a change in personal information, or if you wish to close the Internet Banking Funding Account, or to terminate Internet Banking service or Bill Payment service with us.

Notify us at once if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize. To notify us, call The Cottonport Bank Customer Service at 318-964-2385 during regular banking hours or write us at The Cottonport Bank, P.O. Box 363, Marksville, LA 71351.

If your online password has been compromised tell us AT ONCE. Telephoning us is the best way to keep your losses down.

XI. Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless The Cottonport Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

Our Right to Terminate – We can terminate your right to participate in the Mobile Banking service at any time if you fail to comply with the terms of any account agreements with us, including any failure to pay a required fee, or for any reason allowed by law. Other reasons the bank may terminate your service are outlined in the Internet Banking agreement. Note that we may terminate your Mobile Banking service without any notice if you do not use the Internet Banking service for 365 consecutive days.