

Terms and Conditions

SBA Paycheck Protection Program – Online Application

Electronic Disclosure and Consent Agreement

Please read this Federal Electronic Signatures in Global and National Commerce Act (“E-Sign”) Disclosure and Consent carefully and keep a copy for your records. By clicking the Save and Continue button on the Disclosure webpage you consent to the electronic delivery of the disclosures, agreements, change notices, terms and conditions, statements and any other documents related to the account(s) you applied for. You also agree that we do not need to provide you with additional paper (non-electronic) copies of the disclosures, agreements, change notices, terms and conditions and any other documents, unless specifically requested. Once you consent to the electronic disclosures, your request for paper copies may result in a fee. Please contact us for more information about the fee.

Electronic Delivery of Disclosures and Notices

In order to use the Online Account Application and to access, receive and retain the disclosures, agreements, change notices, terms and conditions, statements and any other documents, you must provide, at your own expense, an Internet connected device that is compatible with Gulf Coast Bank Online Account Application deployed at the time of access. Your device must meet the minimum requirements outlined below. You also confirm that your device will meet these specifications and requirements and will permit you to access and retain the disclosures, agreements, change notices, terms and conditions, statements and any other documents electronically each time you access and use online products.

Please click on the HTML links to review each of the disclosures prior to completing the account application. In order to retain, you may print the documents by selecting “Download”. Select your printer and click OK or select SAVE to retain a copy on your PC. If you are working on a public computer, you should not engage in this online account application.

If you do not want to receive the disclosures, agreements, change notices, terms and conditions, statements and any other documents electronically, you should exit this area of our website. If you do not consent to receiving these documents electronically, you will not be able to apply for your loan via our website. You may call 337-893-7733 and request to speak to a SBA commercial lender.

System Requirements to Access Information

To receive an electronic copy of the disclosures, agreements, change notices, terms and conditions, statements and any other documents you must have the following equipment and software:

A personal computer or other device which is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.

An Internet web browser which is capable of supporting 128-bit or better encryption, like Microsoft Internet Explorer or Google Chrome. It is recommended to always use the latest version of your web browser. Your access to this page verifies that your browser and encryption software/device meets these requirements.

You must have software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader. It is recommended to always use the latest software version. Your access to this page verifies that your system/device has the necessary software to permit you to receive and access PDF files.

Withdrawal of Electronic Acceptance of Disclosures and Notices

You may withdraw your consent to receive disclosures, agreements, change notices, terms and conditions, statements and any other documents, in electronic form for any of your accounts by contacting us via email using the “Contact Us” link on our website www.gcbank.com or by telephone at 337-893-7733 or by postal

mail at PO Box 490 Abbeville, Louisiana 70511. We may, but shall not be required to, treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our online banking product as a withdrawal of your consent to receive electronic statements or documents. Any withdrawal of your consent to receive electronic statements will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records

It is your responsibility to provide us with true, accurate and complete email address, contact, and other information related to this Disclosure and your account(s), and to maintain and update promptly any changes in this information. You can update information such as your email address through your online banking access or by telephone at 337-893-7733 or by postal mail at PO Box 490 Abbeville, Louisiana 70511. To ensure the security of your account(s), changes may require written authorization from you. Please call 337-893-7733 for more information.

Privacy:

Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account, including business accounts.

What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents or information.

Notification of the Right to Receive a Copy of the Appraisal

Depending on the nature of the loan or other account, we may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close.

You can pay for an additional appraisal for your own use at your own cost.

Notification of the Right to Request Specific Reasons for Credit Denial

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact your loan officer or call 337-893-7733 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

Acknowledgements and Agreements:

By clicking the "I agree to all terms and conditions" check box above, I/we represent to Gulf Coast Bank that: (1) I/We are authorized to execute this credit request on behalf of the business named in this application; (2) The information provided in this application is true and correct. Any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I/we have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq. (3) If the loan application is for a real estate secured loan, the loan requested will be secured by a mortgage or deed of trust or other security instrument on

the property described in this application; and the property will not be used for any illegal or prohibited purpose or use; (4) All statements made in this application are made for the purpose of obtaining a Commercial Loan; (5) Gulf Coast Bank will retain the original and/or an electronic record of this application, whether or not the loan is approved; (6) Gulf Coast Bank may continuously rely on the information contained in the application, and I/we are obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (7) My transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgement.

I/We acknowledge that Gulf Coast Bank may verify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency. Gulf Coast Bank may make inquiries to obtain business and/or credit reports on the business entity named in this application.

It is my/our intent that any authorizations or other business related to the Account(s) may be trans acted through electronic means, and I/we recognize and agree to the legitimacy of all electronic records, electronic contracts, and electronic signatures, in accordance with the provisions of the Louisiana Uniform Electronic Transactions Act and all similar laws.

I/we acknowledge and agree that the submission of an application is not a binding commitment by Gulf Coast Bank to lend money, to a specific loan amount and/or to fund a loan and does not create a fiduciary obligation owed by Gulf Coast Bank. I/we acknowledge that any application is subject to subsequent approval(s), funding availability, logistical limitations and other requirements and/or limitations that may be imposed by applicable law, Gulf Coast Bank and/or the circumstances.

Revised 4/21/2020