

# **BANCORPSOUTH CUSTOMER AGREEMENT AND DISCLOSURE STATEMENT FOR ONLINE BANKING SERVICES**

## **I. INTRODUCTION**

This BancorpSouth Customer Agreement for Online Banking Services (this “Agreement”) sets forth the rights and duties between the customer (“you” and “your”) and BancorpSouth (“we”, “our” and “us”) in connection with our online electronic banking services (the “Services”), the terms and conditions on which the Services will be provided and important information about electronic fund transfer services which is required by law.

### **1.1 Amendments**

You agree that BancorpSouth reserves the right to change the terms and conditions of this Agreement as required by law or bank policy. Unless otherwise required by law, BancorpSouth may amend this Agreement without prior notice to you. If BancorpSouth chooses to notify you of an amendment or are required to do so by law, BancorpSouth may ask you to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to you at the last address it has on file for you.

### **1.2 Governing Law**

This agreement will be governed by the law of the state provided in the Account Agreement unless provided differently herein.

## **II. ELECTRONIC FUND TRANSFER DISCLOSURE TO CONSUMERS**

### **2.1 Types of Transactions**

- View account balance information for your linked BancorpSouth accounts
- Make one-time or recurring transfers between your accounts
- Transfer funds between your BancorpSouth accounts and external accounts
- Enroll in Bill Pay
- Pay other people through Personal Payments (Popmoney Service)
- Review transaction history for your accounts
- View monthly statements for your registered accounts
- Export account information into your personal financial management software program
- Manage your finances online (BudgetWi\$e)
- Enroll in Mobile Banking

If you have more than one account with us, some of these Services may not be available for each account. Every calendar day is a processing day except that Saturday, Sunday and Monday are treated as a single processing day, with the processing occurring on Monday, unless the Monday is a legal holiday, in which case the processing occurs on the next Business Day. In all cases, you agree to be responsible for all transfers authorized by you from which you receive benefit.

## **2.2 Preauthorized Automatic Debits**

You may authorize third parties to debit or make withdrawals from your account. This is usually done for the purpose of paying recurring monthly bills such as insurance premiums; however you must sign a written authorization with each party who will be making such withdrawals to receive this service.

## **2.3 Fees for Electronic Transfers**

The amounts of the various fees mentioned in this Agreement which are charged by us are set forth in the Account Information Statement which you received when you opened your account and as thereafter amended from time to time. You may view the current Account Information Statement on our website or visit your nearest BancorpSouth branch or call us or write to us at the phone number or address set forth in Section 2.5 below to request a copy.

When you are enrolled in the Services, your account may be charged a monthly fee regardless of whether you use the Services. When you are enrolled in Bill Pay, your Billing Account may be charged an additional monthly fee, regardless of whether you use Bill Pay. Upon written request, copies of documentary evidence of transactions made through the Services are available for income tax and other purposes at a reasonable cost. We will not charge you for documentation obtained in connection with a good faith assertion of error in connection with a transaction.

## **2.4 Customer's Liability**

If you give someone your Online Banking credentials (security code, user ID or password), you have authorized that person to use the Services and you are responsible for all transactions that person performs while using your Services. All transactions that person performs, even those you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only the transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intentions are also authorized transactions.

Generally, contact us AT ONCE if you believe your security code, user ID or password have been lost, stolen, or if you believe that an electronic fund transfer has been made without your permission. Call us promptly at the phone number in Section 2.5 below to report any unauthorized activity or access. Immediate contact via telephone is the best way to limit your potential loss. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). If you tell us within 2 Business Days after you learn of the loss or theft of your security code, user ID or password, you can lose no more than \$50.00 if someone used your security code, user ID or password, without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of security code, user ID or password, and we can prove we could have stopped someone from using your security code, user ID or password, without your permission if you had told us, you could lose as much as \$500.

UNAUTHORIZED USE DISCOVERED FROM STATEMENTS. Also, if your statement shows

transfers that you did not make, including those made by security code, user ID, password, or other means, tell us at once. If you do not tell us within 60 days after the statement was provided to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your security code, user ID or password has been lost or stolen, call us or write to us at the phone number or address set forth in Section 2.5 below. You should also call us or write to us at the phone number or address set forth in Section 2.5 below if you believe a transfer has been made in any other way without your permission.

## **2.5 In Case of Errors or Questions About your Electronic Transfers**

Telephone or write us at the telephone number or address shown below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt.

BancorpSouth  
Online Banking  
2910 W. Jackson St.  
Tupelo, MS 38801

Toll-Free: 1-888-797-7711

Customer Service hours are:

7:00 a.m. to 8:00 p.m. (Central Time) Monday through Friday and  
7:00 a.m. to 5:00 p.m. (Central Time) Saturday

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number (if any).
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 days to credit your account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **2.6 Business Days**

For purposes of this disclosure, our Business Days are Monday through Friday. Federal Reserve Bank holidays are not included.

## **2.7 Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional services;
- c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- d. In order to comply with a governmental agency or court orders; or,
- e. If you give us your written permission.

## **2.8 Documentation of Transfers**

In most instances you will receive a confirmation number when you make a transaction through Online Banking.

**Preauthorized Automatic Credits**—If you have arranged to have direct deposits made to your account at least every 60 days from the same person or company, you can check your account through the Services or you can call us at 1-888-797-7711 to find out whether or not the deposit has been made.

**Periodic Statements**—You will get a monthly account statement unless there are no electronic transfers in a particular month. In any case, you will get the statement at least quarterly.

## **2.9 Customer's Right with Respect to Preauthorized Payments**

**Right to Stop Payment and Procedures for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at the telephone number referred to in Section 2.5 above or write us at the address indicated in Section 2.5 above in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give. The amount of the fee is set forth in the Account Information Statement, as amended from time to time. See Section 2.3 above for how to obtain the current Account Information Statement.

**Notice of Varying Amount** - If these regular payments may vary in amount, the person you are going to pay is required to tell you ten days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you may set.

**Liability for Failure to Stop Payment of Preauthorized Transfers** - If you order us to stop one of these payments three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **2.10 Bank's Liability for Failure to Make Transfers**

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. However there are some exceptions. We will not be liable, for instance:

- a. If through no fault of ours, you do not have enough money in your account to make the transfer.
- b. If the transfer would go over the credit limit on your overdraft line.
- c. If the Services were not working properly and you knew about the breakdown when you started the transfer.
- d. If there are any errors in the information you provide necessary to process the transfer or you do not follow procedures required to make the transfer.
- e. If we have reason to believe your Login Credentials have been compromised or a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous or illegal.
- f. If you have exceeded any transfer frequency or amount limitations.
- g. If making a transfer would cause us to violate any law, rule, or regulation to which we are subject.
- h. If circumstances beyond our control (such as a fire or flood) prevented the transfer, despite reasonable precautions that we have taken.
- i. If your telephone, device, Internet Service provider, telephone line, modem or any computer software or hardware fails to perform or if there are technical or editorial errors or omissions contained in any instructions pertaining to the services or your computer software or hardware.

There may be other exceptions stated in our agreement with you, or as otherwise provided by applicable law.

## **2.11 Periodic Statements**

You will get a monthly electronic account statement for your checking account. You will also get a monthly electronic account statement for your savings account unless there are no transfers in a particular month. In any case, you will get the statement for your savings account at least quarterly. Your checking account and savings account statement may be combined.

## **2.12 Acts and Omissions of Others**

Except for our responsibility explained in this disclosure, we are not responsible for the acts or omissions of others.

# **III. GENERAL TERMS AND CONDITIONS FOR ONLINE BANKING SERVICES**

## **3.1 Scope of Services**

You authorize us to provide you the Services through such third-party servicers as we may select from time to time via our website (currently, [www.bancorpsouth.com](http://www.bancorpsouth.com)). You may use the Services to:

Access bank account information and make such other online banking transactions as are more fully described on the website.

We reserve the right to modify the scope of the Services at any time.

## **3.2 Use of the Services**

The Services will not work unless you use them properly. You accept responsibility for making sure that you understand how to use the Services before you actually do so, and then that you always use the Services in accordance with the online instructions posted on the website. You also accept responsibility for making sure that you know how to properly use your computer equipment, your Internet browser software, and any personal financial management software which you use. We may change or upgrade the Services or the appearance, operation or address of the website from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use the Services as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Services or your computer equipment, including but not limited to, losses resulting from malicious software or codes resident on your computer equipment or caused through remote access of your computer equipment by unauthorized third parties who steal your security code.

### **3.3 Limitation on Frequency and Number of Transactions**

There are no limits set for how often or how many times in a given period you may make transactions through the Services. We reserve the right to establish limitations in the future.

### **3.4 Limitation on Dollar Amount for Transactions**

You may not make any single transfer over \$1 million or payment transaction through the Services that exceeds \$99,999.99. Also, if the From account you have selected is tied to a home equity line of credit account secured by Texas homestead property, then the minimum transfer allowed is \$4,000.00.

### **3.5 Your Account**

You agree to maintain one or more checking accounts with us from which you will make the payment transactions initiated through the Services. You agree to keep a balance in your account sufficient to cover all payment transactions and all fees for which you are responsible in connection with the Services. We will not be liable to you for any losses caused by the closing of your account, any levy or execution upon your account, or by your failure to keep sufficient funds in your account.

### **3.6 Payment Dates and Business Days**

For each transaction you initiate through the Services, you agree to designate the payment date on which you desire funds to be delivered to your targeted merchant. The payment date must be a Business Day. A Business Day is any day Monday through Friday which is not a Federal Reserve Bank holiday. You agree that if you designate a payment date which is not a Business Day for a one-time payment, then the payment date will be the previous Business Day. You acknowledge that recurring payments which fall on a non-Business Day will post the next Business Day. You acknowledge it is essential that the payment date be before the merchant's due date. You further acknowledge that, since the time for processing your transactions varies according to merchant, it is essential that you become familiar with the payment processing time for each merchant you desire to pay and to allow a sufficient number of Business Days between the date you input the transaction and the payment date. We will not be liable to you for any losses caused by your improper designation of a payment date or by your failure to allow a sufficient number of Business Days between the date you input the transaction and the payment date.

### **3.7 Processing Methods**

To facilitate delivery of funds, you authorize us and anyone acting for us, including our third-party

servicers, to choose whatever method for processing your transaction which we, in our sole discretion, deem to be the most effective. Subject to your proper use of the Services, we will deliver funds to your targeted merchant as close as reasonably possible to the payment date designated.

### **3.8 Confirmation Numbers**

We will provide you with a confirmation number for each transaction which you properly initiate through the Services. If you do not receive a confirmation number, it may mean that something is wrong with the transaction. We will not be liable to you in connection with any transaction or attempted transaction for which you do not receive a confirmation number.

### **3.9 Security Precautions**

You agree to read all notices posted on the website regarding security, before you actually use the Services. By using the Services, you agree to the sufficiency of the security precautions as described on the website. The main security devices guarding your use of the Services are the security code feature of the Services (currently, a combination of your User ID and a personal identification number) and protecting your computer equipment from malicious software and codes. You agree to keep your security code secret. You agree to change your personal identification number at least once every 90 days. You agree to keep your security codes secure and to run up-to-date anti-virus software. We will not be liable for any losses resulting from use of your security code by unauthorized persons as a result of your failure to abide by the security precautions described in this section. For your protection, sign off after every Online Banking session and close your browser to ensure confidentiality.

### **3.10 Charges for the Services**

You agree to pay for the Services in accordance with the Online Banking fees outlined in the Account Information Statement that can be found on the website and described below. We may amend the fees from time to time as outlined and notified through the Account Information Statement. You authorize us to automatically charge any account you have enrolled in the Services or any other account you have with us for all fees you incur in connection with the Services. In the future, we may add to or enhance the features of the Services. By using such added or enhanced features, you agree to pay for them in accordance with the fees outlined in the Account Information Statement.

### **3.11 Suspension of the Services**

If you use the Services improperly, we may suspend your use of the Services without prior notice to you. In the event of such suspension, you will remain responsible for all transactions which you have initiated through the Services prior to such suspension and for all other fees incurred in connection with the Services. You acknowledge that suspension of your use of the Services does not cancel or suspend transactions which are then outstanding.

### **3.12 Modification or Amendment of the Services**

This Agreement, applicable fees and service charges may be modified or amended by us from time to time. In such event, we will provide notice to you. Any use by you of the Services after we provide you a notice of change will constitute your agreement to such change. Further, we may, from time to time, revise or update the applications, products, functions, and/or related material which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such

prior versions of the applications, products, functions and/or related material and limit access to only our most recent revisions and updates. In addition, you agree to receive all legally required notification via electronic means.

### **3.13 Termination of the Services**

We may terminate your use of the Services, in whole or in part, at any time and for any reason, including non-use, without prior notice to you. You may cancel your use of the Services upon thirty (30) days prior notice to us by calling 1-888-797-7711 or by writing to us at BancorpSouth Customer Service, 2910 W Jackson St., Tupelo, MS 38801. Provide your account number with any verbal or written request. You will remain responsible for all payment transactions which you have initiated through the Services prior to such cancellation and for all other fees incurred in connection with the Services. You acknowledge that cancellation of your use of the Services does not cancel payment transactions which are then outstanding.

### **3.14 Other Terms and Conditions**

This Agreement, any online instructions pertaining to the Services, and our fees may be changed or amended only by us. We will notify you of any such change or amendment. Your use of the Services following your receipt of such notice will constitute your acceptance of and agreement to the change or amendment. If you fail to pay any amount owed to us when due, then you agree to additionally pay us interest on such amount at the rate of 1.5% per month, or the maximum allowable by law, whichever is less. If we retain an attorney to collect any amounts owing by you, then you agree to pay all costs and expenses incurred in collecting such amounts, including a reasonable attorney's fee. This Agreement supersedes any prior agreement or representations made by us in connection with the Services. The operation of your account is governed by a separate Deposit Account Terms and Conditions (the "Account Agreement"); a copy of which was furnished to you at the time you opened your account. The Account Agreement is a part of this Agreement, and its terms and conditions apply to the use of your account in connection with the Services. If this Agreement and the Account Agreement conflict on any matter, then this Agreement controls as to such matter.

You may not assign this Agreement to any other party. We may assign or delegate certain of our rights and responsibilities regarding the Services to independent contractors or other third parties.

We shall not be deemed to have waived any of our rights or remedies unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICES OR ANY SOFTWARE APPLICATION OR HARDWARE IN CONNECTION THEREWITH.

## **IV. GENERAL TERMS AND CONDITIONS FOR BILL PAY SERVICE**

### **4.1 Definitions**

“Bill Pay” means the bill payment service offered by us, through CheckFree Services Corporation.

“Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“Payment Instruction” is the information provided by you through Bill Pay for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“Payment Account” is the checking account from which bill payments will be debited.

“Billing Account” is the checking account from which all Bill Pay fees will be automatically debited.

“Business Day” is every Monday through Friday, excluding Federal Reserve Bank holidays.

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

“Due Date” is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

“Scheduled Payment” is a payment that has been scheduled through Bill Pay but has not begun processing.

## **4.2 Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the Service when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. If a payment is eligible to be processed as either an expedited payment (same day) or by overnight check, this option will be presented at the time of the Bill Pay request. Expedited payment and Overnight Check payments will be subject to fees as listed in the Account Information Statement.

## **4.3 Delayed Payment**

Due to delays in handling and posting payments by Billers or financial institutions, some payments may take longer to be credited to the Biller’s account. You will not be responsible for late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the requirements of the “Payment Scheduling” section above.

## **4.4 Payment Authorization and Payment Remittance**

By providing us with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the payment system. In order to process payments more efficiently and effectively, you agree that we may edit or alter payment data or

data formats in accordance with Biller directives.

When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. If we remit payment to a Biller by mail in the form of a check and if the mail is returned by the postal service undelivered or if any Biller refuses or returns any payment, we will credit your Payment Account with the amount of such payment.

We will use our best efforts to make all your payments properly. However, we shall incur no liability and the provisions of the Delayed Payment section above shall not apply if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If your Payment Account does not contain sufficient funds to complete the transaction;
- b. If Bill Pay or any payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- c. You have not provided the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- d. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, we will be responsible for returning the improperly transferred funds to your Payment Account, and, if applicable, for any late payment charges.

## **4.5 Payment Methods**

We reserve the right to select the method by which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment (the funds are electronically removed from your Payment Account and sent electronically to the Biller), a check (funds remitted to the Biller by mail in the form of a check are deducted from your Payment Account when the check is presented for payment) or an electronic-to-check payment (the funds for the payment are electronically debited from your Payment Account, transferred to CheckFree and CheckFree mails payment by check to the Biller).

## **4.6 Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. Once Bill Pay has begun processing a payment it cannot be cancelled or edited, in such cases a stop payment request is the only way to cancel this Payment (see the next section).

## **4.7 Stop Payment Requests**

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on stop payment requests after a payment has been processed. If you desire to stop a payment that has already been processed, you must contact us by calling 1-888-797-7711. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such

service as set forth in the Account Information Statement which is applicable to your Payment account.

## **4.8 Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited.

## **4.9 Government Payments**

In some instances, tax payments, payment to government entities and court ordered payments may be scheduled through Bill Pay; however such payments are discouraged and must be scheduled at your own risk. In no event will we be liable for any claims or damages resulting from your scheduling of these types of payments. The provisions of the Delayed Payment section above shall not apply to these types of payments. We will have no obligation to research or resolve any claim resulting from these payments. You agree that all research and resolution for any misapplied, misposted or misdirected payments will be your sole responsibility.

## **4.10 Bill Delivery and Presentment**

The bill delivery and presentment feature of Bill Pay is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of Bill Pay's electronic bill options, you also agree to the following:

Information provided to the Biller – We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes must be made by you by contacting the Biller directly. Additionally it is your responsibility to maintain and safeguard all usernames and passwords for all electronic Biller sites. You agree not to share or disclose your usernames or passwords to any other person. You agree not to use any other person's information to gain unauthorized access to any other person's bill or account. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature we may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, whether you will receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller has the right to accept or decline your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed for all purposes as your authorization for us to obtain bill data from the Biller on your behalf.

Notification - We will use our best efforts to present all of your electronic bills promptly. In addition to notification within Bill Pay, we may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to Bill Pay and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller has the right to cancel the presentment

of electronic bills at any time. You may cancel electronic bill presentment at any time. The time frame for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller in accordance with these terms and conditions. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

#### **4.11 Exclusion of Warranties**

THIS SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **4.12 Bill Pay Fees and Additional Charges**

Fees for Bill Pay are set forth in the Account Information Statement. We may amend the fees from time to time. If fees are applicable, they will be charged to your Billing Account each statement cycle regardless of whether Bill Pay was used during the statement cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct them from your Billing Account for any and all charges that may be incurred by you. Fees for Bill Pay are in addition to deposit account fees which apply to your Billing Account and Payment Account. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

#### **4.13 Failed or Returned Transactions**

In using Bill Pay, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account, the transaction will not be completed. If a payment is returned, the debit will automatically be retried. If the second debit attempt is unsuccessful, a collections process for the item returned will be initiated. You will be notified through email or letter that the debit was unsuccessful and that the item is being turned over to collections. If the collection attempts are still unsuccessful, then the collection staff may turn your case over to a law firm. In some instances, you will receive a return notice from us. In such case, you agree that:

- a. You will reimburse us immediately upon demand the amount of the returned transaction;
- b. For any amount not reimbursed to the Service within fifteen (15) days of such demand, you additionally agree to pay a late charge equal to 1.5% monthly interest or the legal maximum,

whichever rate is lower;

- c. You will reimburse us for any costs and expenses we incur in attempting to collect the amount of the return from you, including, but not limited to, our reasonable attorney's fees.

#### **4.14 Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes may be available within the Service or you may contact Customer Service at the number provided above in Section 2.5. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the Service's Help files. All changes made are effective for future payments paid from the updated Payment Account information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### **4.15 Service Termination, Cancellation, or Suspension**

In the event you wish to cancel Bill Pay, you may contact Customer Service via the information provided above in Section 2.5.

Any payment(s) processed before the requested cancellation date will be completed notwithstanding the cancellation. All Scheduled Payments including recurring payments will not be processed after Bill Pay is cancelled. We may terminate or suspend your use of Bill Pay at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### **4.16 Biller Limitation**

We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or any tax payment, any payment to a government entity or any court ordered payment.

#### **4.17 Returned Payments**

In using Bill Pay, you understand that for various reasons payments may be returned to us by Billers, by Billers' financial institutions or, in the case of payments remitted via mail in the form of checks, by the postal service. Such reasons include, but are not limited to, Biller's forwarding address is expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. You may receive notification of returned payments through Bill Pay.

#### **4.18 Information Authorization**

Your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other necessary information. **If your account was added online, we may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you in order to verify ownership of the Payment Account(s) and/or Billing Account.** Through your enrollment in Bill Pay, you authorize us to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification) as and when we deem necessary.

## **V. GENERAL TERMS AND CONDITIONS FOR ONLINE STATEMENTS**

By enrolling in Online Banking Services, you are automatically enrolled in Online Statements. This means BancorpSouth will provide in an electronic (PDF) form account statements and other documentation (collectively “Online Statements”) which would otherwise be mailed to you in paper form or emailed to you. Online Statement delivery is subject to the following terms, conditions, and agreements:

- a. You acknowledge and agree, as a condition of your enrollment, that from and after your enrollment, paper statements or email statements and other documentation will no longer be mailed to you but will be delivered only by electronic means, and you agree that the Online Statements will satisfy all of BancorpSouth’s obligations to provide statements and reports with respect to your accounts.
- b. You acknowledge that you have the ability to access, view, and retain copies of the Online Statements. You understand that you are obligated to notify BancorpSouth to report any problems relating to your Online Statements, including problems relating to your ability to access Online Statements.
- c. BancorpSouth may provide you with an email notification of Online Statements availability to the email address provided by you to BancorpSouth. Such email notices will be sent from the BancorpSouth address [Estatements@bxs.com](mailto:Estatements@bxs.com). As a condition of your receiving Online Statements, BancorpSouth will periodically require you to update your email address information.
- d. You acknowledge and understand that your enrollment will be effective upon your enrollment date with Online Banking and for all periods following your election on an ongoing basis unless and until you cancel your election by providing notice to BancorpSouth via the information provided above in Section 2.5. Upon receipt of this notice and a reasonable opportunity to act on it, BancorpSouth will continue your Online Statements delivery and will also provide paper statements beginning with your next statement cycle. Paper statements may be subject to fees, which will be disclosed in the current Account Information Statement. BancorpSouth may modify or terminate the Online Statement Services at any time.
- e. You acknowledge and understand that Online Statements may be an eligibility option for certain bank products and services. Your eligibility for these related product features or benefits, such as fee waivers, may be terminated if you cancel your enrollment in Online Statements.

Online Statements will remain available for a period of up to 18 calendar months from initial posting date, which period may be modified at any time by BancorpSouth at its sole and exclusive discretion. For your recordkeeping purposes beyond 18 months from initial posting date, you acknowledge your responsibility to make such electronic or paper copies of Online Statements as you deem appropriate. In the event that your Online Statements are removed from our Online Banking website before you save or print and retain a copy, or in the event that the Online Statements Service is terminated by you or us before you save or print and retain a copy of your Online Statements, you may request a paper replacement copy of your statement, but you shall be subject to applicable fees for these copies.

Online Statements are available for checking and savings accounts only. Online Statements are not available for Christmas Club, CD, and IRA accounts since these accounts are not periodic statement accounts. Savings accounts already included in combined statement with your checking account are excluded from Online Statements.

## **VI. GENERAL TERMS AND CONDITIONS FOR IDENTITY**

# VERIFICATION ALERTS

Thank you for using BancorpSouth Bank Identity Verification Alerts combined with your handheld's text messaging capabilities. **Message and Data rates may apply.** In case of questions, please contact Customer Service at 888-797-7711 or visit [www.bancorpsouth.com](http://www.bancorpsouth.com).

## Terms and Conditions: BancorpSouth Bank

- Program: BancorpSouth Bank offers customers mobile access to authenticate their identity over SMS. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. This program will be ongoing. Message & Data rates may apply.
- Customers can select either a voice or SMS option for the identity verification code.
- Questions: You can contact us at 888-797-7711. We can answer any questions you have about the program.
- Conditions: By participating in Identity Verification Alerts, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile<sup>®</sup>, U.S. Cellular<sup>®</sup>, Verizon Wireless, MetroPCS.

# VII. GENERAL TERMS AND CONDITIONS FOR MOBILE BANKING SERVICES

## 7.1 SMS Banking

### Terms and Conditions: BancorpSouth Bank

Thank you for using BancorpSouth Bank Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply.** For help, text "**HELP**" to 77542. To cancel, text "**STOP**" to 77542 at any time. In case of questions, please contact Customer Service at 888-797-7711 or visit [www.bancorpsouth.com](http://www.bancorpsouth.com).

#### Terms and Conditions:

- Program: BancorpSouth Bank offers customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.
- Questions: You can contact us at 888-797-7711, or send a text message with the word "**HELP**" to this number: 77542. We can answer any questions you have about the program.
- To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: 77542. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

- Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

## **7.2 Description of Services**

Mobile Banking is a personal financial information management service that allows you to access bank account information, make payments to merchants who have previously consented to accept payments through our Online Banking Service and make such other banking transactions as are fully described on our website (currently, [www.bancorpsouth.com](http://www.bancorpsouth.com)) using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones and tablets, “Wireless Devices”). We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. All Services available in the Online Banking Service are not available in the Mobile Banking Service. The most up-to-date list of Services which you may be able to access through Mobile Banking is posted on the Mobile Banking registration and management website at [www.bancorpsouth.com](http://www.bancorpsouth.com). When you register for Mobile Banking, designated accounts and payees (or billers) linked to your Login Information through Online Banking will be accessible through the Mobile Banking Service. The Mobile Remote Deposit Capture Service (MRDC) will also be available once registration is complete.

## **7.3 Use of Services**

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure you understand how to use Mobile Banking before you actually do so, and then that you always use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for the proper use of your Wireless Device and the Software. We may change or upgrade Mobile Banking from time to time. In the event of such changes or upgrades, you are responsible for making sure you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

## **7.4 Relationship to Other Agreements**

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us, our affiliates, and/or any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, MetroPCS, etc.), 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 (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly at 1-888-797-7711 option 6.

## **7.5 Your Obligations**

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

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 operating 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.

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 publicity or 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.

Indemnification - Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of Mobile Banking, your violation of this Agreement or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

## **7.6 Charges for Services**

You agree to pay for all Mobile Banking Services in accordance with our current fee schedule and as amended from time to time. The current fee schedule is outlined in the Account Information Statement and is available on our website. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking Services. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.

## **7.7 Mobile Banking Service Limitation**

Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking.

Neither we nor any of our service providers assume responsibility for the operation, security,

functionality or availability of any Wireless Device or mobile network which you utilize to access Mobile Banking.

You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

Financial information shown in Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

## **7.8 Changes or Cancellation**

You may cancel your participation in Mobile Banking by calling us at 1-888-797-7711. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking Services. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of Mobile Banking.

## **7.9 Third Party Beneficiary**

You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, in Sections 7.4 and 7.5 of this Agreement, above, and such service providers are, for the purposes of those sections, third party beneficiaries to this Agreement, with the power to enforce those provisions against you, as applicable.

# **VIII. GENERAL TERMS AND CONDITIONS FOR MOBILE REMOTE DEPOSIT CAPTURE SERVICES**

Mobile Remote Deposit Capture (MRDC) is an optional service that provides you with a process to use certain Wireless Devices to electronically scan, capture the check image and transmit checks for deposit to a checking or savings account with us. The deposit account must be an Eligible Account selected for access in the Online Banking Service. The Mobile Remote Deposit Capture Services are subject to the terms and conditions set forth in this Agreement. You agree that no mobile remote deposit capture transaction is an “electronic funds transfer” as defined by the federal Electronic Funds Transfer Act and/or Regulation E of the Consumer Financial Protection Bureau. In the event of inconsistency between a provision of this Section and any of the Uniform Commercial Code, the Check 21 Act, the Federal Reserve Board’s Regulation CC, any other law, rule or regulation affecting the subject matter hereof, and including any clearinghouse agreements, operating circulars and any image exchange agreements to which the Bank is a party, or any other law or regulation which permits waiver or modification by agreement, to all of which you agree to be bound as governing the subject matter of this agreement and all of which is hereinafter referred to at times as the “Controlling Law”, then the provisions of this Section shall prevail.

## **8.1 Definitions**

Unless otherwise defined in this section, capitalized words or phrases shall have the meanings set forth in the Uniform Commercial Code and the Check 21 Act. The following capitalized words shall have the following respective meanings:

“Business Day” is every Monday through Friday, excluding Federal Reserve Bank holidays.

“Check 21 Act” shall mean the federal Check Clearing for the 21st Century Act and any federal regulations issued in furtherance thereof.

“Check Claim” shall mean any claim against the Bank for loss, liability or expense (including the costs and expenses of investigating and defending against such claim and all reasonable attorney’s fees in connection therewith) resulting from or arising out of or in any way related to (whether directly or indirectly) any Check which has been captured as an image by you and transmitted by you to the Bank, including, but not limited to, any claim against the Bank with respect to any such Check under any Controlling Law.

“Unacceptable Check” shall mean any item which (a) is not a Check, (b) is a foreign check drawn on a non-U.S. bank, (c) is a Check payable to any person or entity other than you, (d) is a Check drawn on any account owned by you or on which you are an authorized signer, (e) any Check that is dated more than six months prior to the date of the mobile remote deposit submission, (f) any Check that is a money order, cashier’s check or traveler’s check, (g) any Check that is payable jointly unless the Check is being deposited to an Eligible Deposit Account in the name of all payees on the Check, (h) any check that is drawn on or otherwise issued by the United States Treasury Department, (i) any check that has previously been submitted as a direct bank deposit or as a mobile remote deposit either to us or another financial institution, (j) any Check that has any alteration or that you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (k) any Check that is either a “substitute check” as defined in Reg CC or other federal law or regulation or an “image replacement document” that purports to be a substitute check, (l) any Check that has an endorsement other than specified in this agreement, (m) any Check that is prohibited by our then current procedures or is a violation of any law, rule or regulation, (n) any Check that is payable on sight or is payable through draft, as defined in Reg CC, or (o) due to its physical condition or other properties, yields (i) an incomplete image, (ii) an image failing to fully conform to the technical specifications required under Section 8.2, or (iii) an image failing to satisfy the requirements of Section 8.3.

## **8.2 Mobile Remote Capture and Transmission of Checks**

You may capture electronic images of Checks and electronically transmit the same to the Bank for deposit in accordance with this Agreement.

## **8.3 Technical Specifications**

Each Check captured and transmitted by you to the Bank using MRDC must strictly comply with and meet, in our sole and absolute judgment, the standards and requirements of legibility that we establish from time to time. Check images must also comply with the applicable standards and requirements of the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and/or any other regulatory agency, clearinghouse or association. MRDC is currently only available on certain iPhone, iPad and Android wireless devices. Please refer to our website ([www.bancorpsouth.com](http://www.bancorpsouth.com)) for the most current wireless device information.

## **8.4 Change of Specifications**

The technical specifications prescribed under Section 8.3 may be modified, superseded or replaced by the Bank at any time without prior notice to customer.

## **8.5 Timeliness**

Mobile deposit transactions made before 7:00 P.M. Central Time on Business Days are normally available within two Business Days. Transactions received after 7:00 P.M. or on any day which is not a Business Day shall be deemed received on the next Business Day. Your MRDC transmission is subject to normal deposit deadlines, image quality standards, etc., which will together determine whether or not a deposit will be posted to your account, as well as the amount and date of that transaction. The availability of your MRDC transaction may also be subject to factors such as creditworthiness, the length and extent of your relationship with us, transaction and experience information and such other factors we deem relevant, at our sole discretion.

## **8.6 Deposit Account(s)**

All Checks captured and transmitted to the Bank by you and accepted by the Bank shall be deposited to your account as selected in Mobile Banking at the time of the mobile remote deposit request.

## **8.7 Transaction Limits**

You shall not on any single day submit MRDC deposits greater than a single daily transaction amount of \$1,500.00 or a single total daily limit of \$3,000.00. The maximum amount you can deposit over a rolling 30-day time period is \$15,000.00. We reserve the right to modify deposit limits or restrict the use of the MRDC service from time to time and with no notice to you.

## **8.8 Fees**

You agree to pay for all Mobile Remote Deposit Capture Services in accordance with our current fee schedule and as amended from time to time. The current fee schedule is outlined in the Account Information Statement and is available on our website. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Remote Deposit Capture Services. In the future, we may add to or enhance the features of Mobile Remote Deposit Capture Services. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule. Check deposit fees (when applicable) may be avoided by making your deposit at any BancorpSouth Bank location.

## **8.9 Rejection of Deposit Transactions**

The Bank may reject any MRDC transaction transmission which does not strictly comply with the technical specifications prescribed under Section 8.3 or which exceeds any transaction limit prescribed under Section 8.7. It shall be your sole responsibility to redeposit such rejected transaction. The Bank shall have no liability for rejection of mobile remote deposit transactions. In the event of any dispute as to whether any transaction or any portion thereof complies with the technical specifications prescribed under Section 8.3, the Bank's determination as to compliance shall be final and conclusive.

## **8.10 Unacceptable Checks**

You shall not capture and attempt to deposit images of Unacceptable Checks. MRDC transactions containing Unacceptable Checks may be rejected by the Bank, in whole or in part, at the Bank's discretion. Unacceptable Checks, if acceptable for deposit at all, must be deposited by you by conventional means, preferably at a branch of the Bank or by certified, registered or otherwise traceable mail addressed to:

Mobile Remote Deposit  
BancorpSouth Call Center  
2910 W. Jackson St.  
Tupelo, MS 38801

Such items must be endorsed and accompanied by a properly-completed deposit ticket, all in accordance with the separate terms and conditions governing the Deposit Account(s) identified in Section 8.6 above, as such terms and conditions may be amended by the Bank from time to time. Any items received that are not accompanied by a completed deposit ticket will be returned to the customer. You agree not to send cash deposits to the above address. Deposits containing cash must be made by you at a branch of the Bank.

## **8.11 Deposit**

You acknowledge and agree that neither mere remote deposit transaction submission of a Check to the Bank nor the Bank's acknowledgment of receipt of such transaction submission shall constitute deposit of any such Check. Instead, no Check remote deposit transaction submitted to the Bank shall be deemed to be deposited with the Bank until the file containing such image has been imported, captured, and balanced by the Bank on the Bank's image processing system. All deposits made by you pursuant to this Agreement are deemed made at Tupelo, Mississippi, and are governed by the separate terms and conditions governing the Deposit Account(s) identified in Section 8.6 above, as such terms and conditions may be amended by the Bank from time to time.

## **8.12 Retention, Safeguarding and Destruction of Checks**

You shall retain the originals of all Checks which you capture as images and transmit to the Bank for not less than 60 days and shall make such originals available to the Bank on demand. During the time that you retain the originals of Checks, you shall use care to protect such originals from unauthorized access in order to guard against theft and further negotiation, depositing, presentment for payment or imaging. At such time when you determine to no longer retain the originals of such Checks (whether at the end of the minimum retention period set forth above or any longer period), you shall destroy such Checks by a process which ensures that such Checks are rendered no longer readable or capable of reconstruction and which ensures that the safeguards set out above are observed in the destruction process.

## **8.13 Endorsements**

All Check images submitted for deposit must contain the restrictive endorsement "For Deposit Only," along with the Eligible Deposit Account number and your signature to endorse the check.

## **8.14 Errors**

You agree to notify us immediately in the event you become aware of or suspect any errors in connection with your use of MRDC. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. You may notify us by calling us at the number provided in the "Questions" section of this Agreement or by contacting us as provided in the agreement governing your Eligible Deposit Account. The terms of your Eligible Deposit Account regarding your responsibility to timely review statements and transaction histories and to report errors and discrepancies remain in full force and effect and apply to transactions made through MRDC. You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction, and resolution of any errors or problems related to your use of MRDC.

## **8.15 Your Representations and Warranties to Us; Indemnification**

The transmission of any image of a check to the Bank shall constitute your assumption of all liabilities, indemnities, responsibilities and duties under Controlling Law, including, but not limited to, the Check 21 Act. When you use MRDC to transmit any check image to us, you represent and warrant to us that: (i) the check is not an Unacceptable Check, (ii) you are entitled to endorse the check, (iii) all signatures on the check are authentic and authorized, (iv) the check is not a counterfeit item, (v) the check has not been altered, (vi) the check is not subject to a defense or claim in recoupment of any party that can be asserted against you, (vii) you have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of the check, (viii) the check, in the event of any dishonor or nonpayment by the drawee, is enforceable against both you and the drawer of the check, (ix) the check image transmitted by you to us contains an accurate representation of the front and the back of the check and otherwise complies with the requirements of MRDC (including, but not limited to, any endorsement requirements), (x) you will neither create nor transmit through the Service any duplicate image of the check, nor will you deposit or otherwise negotiate the original check, (xi) no person or entity will be asked to make payment on the check more than once, (xii) neither we nor any subsequent transferees of the check or its image will sustain a loss as the result of the fact that an image of the check, instead of the original check, was accepted by us through the Service, presented for payment, or returned, (xiii) the image of the check contains no computer viruses or other harmful, intrusive, or invasive codes, (xiv) all information you have provided to us in connection with MRDC and the transaction is true, accurate, and current, and (xv) the transaction otherwise complies in all respects with your duties, obligations, and agreements under this Agreement. YOU AGREE TO INDEMNIFY US AND TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) ARISING FROM OR RELATED IN ANY WAY TO YOUR BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES, YOUR USE OF MRDC, AND/OR OUR PROVISION OF MRDC TO YOU. YOUR AGREEMENT TO INDEMNIFY US AND HOLD US HARMLESS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

## **IX. GENERAL TERMS AND CONDITIONS FOR EXTERNAL TRANSFERS**

In these terms, some provisions apply to "you" as the party using the Service to initiate funds transfers. Some provisions apply to "you" as the party approving a request to transfer funds from or to you. In both cases, you agree to the applicable provisions of these terms. "We", "us" and "our" refer to the financial institution that initiates the funds transfers services (the "Financial Institution"). The Financial Institution uses as its agent, Fiserv Solutions, Inc., and other financial intermediaries (collectively, the "Service Provider") to accomplish funds transfers.

### **9.1 Description of Service**

This Service allows you to initiate or authorize funds transfers between accounts or people you have designated using the Funds Transfer Service (an "ACH Transfer"). By clicking the "Confirm" button you authorize us as the financial institution to (i) accomplish this transfer through the Automated Clearing House ("ACH") and (ii) to use the Service Provider as our agent for this purpose.

You understand that the Financial Institution and its Service Provider may originate more than one ACH entry (for example, a paired credit and debit entry) to accomplish the transfer you are requesting or authorizing. These ACH entries may be originated in any sequence (for example, a credit may be

provided to you in advance of settlement on a paired debit entry against your account). You authorize us or our Service Provider to resubmit debit entries against your account as needed to fulfill the ACH Transfer you have requested. If this is a recurring ACH Transfer, this authorization will continue in full force and effect until such time as you cancel the recurring ACH Transfer as provided below.

## 9.2 Terms of Service

The sections below also apply to anyone using the Service, whether to send or to receive funds:

- a. You represent that you are at least eighteen (18) years old, a resident of the United States and have a valid email address. You represent that you are the owner of the applicable debit and/or credit accounts and have the right to access, use, and authorize us and our agents to initiate ACH entries to debit or credit such accounts in the amount you have specified.
- b. You agree to comply with the National Automated Clearing House Association ("NACHA") rules when as the Originator (as defined under NACHA rules) you initiate funds ACH Transfers to or from your accounts or accounts of another person. You authorize the Service Provider to be an Originator and to use an Originating Depository Financial Institution ("ODFI") (as defined under NACHA rules) chosen by it where appropriate to process your request to the Financial Institution.
- c. If you are requesting funds be transferred from an account held by another person to an account you have with us, you authorize us and our Service Provider to send an email or SMS text message on your behalf requesting him or her to authorize the funds transfer to you.
- d. You accept our appointment of the Service Provider as our agent to electronically process your funds transfers on our behalf as you have instructed, subject to the terms and conditions stated herein. You understand and agree that the Service Provider is not acting as a fiduciary, trustee or money transmitter, or providing escrow service, with respect to your funds, but only acting as the Financial Institution's processor.
- e. You agree to use the Service for legal purposes only and not in violation of any U.S. or foreign laws, including but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations promulgated by the U.S. Treasury Department, such as sanction laws administered by the Office of Foreign Asset Control. You agree that if we suspect or believe a transaction is unlawful or even suspicious, we may block the transaction and take any other action we deem to be reasonable. This includes acting to prevent violations of the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA") and these Terms of Service. If you are a non-consumer, you certify that you are not now engaged, and will not use the Service, in any activity or business that is unlawful under the UIGEA. You agree not to use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other parties use and enjoyment of the Service.
- f. If you will be using an account at another financial institution to initiate ACH Transfers using this Funds Transfer Service, you authorize us and our Service Provider to make small deposits and/or withdrawals to the target account to confirm your control of that account (and to reverse these after the test is completed). The withdrawal amount(s) will never be greater than the deposit amount(s). You agree to verify online the amounts of such deposits and/or withdrawals. We will not transfer the funds in this case until verification is made, and neither we nor our Service Provider shall have any liability to you for failure to initiate the funds transfer you have requested due to your failure to complete the authorization process. Notwithstanding the foregoing, some accounts you have at another financial institution may be used without this verification process.
- g. We and our Service Provider will process your funds transfer request based on the information you provide. Any errors in the information (including incorrect or inconsistent account names, account numbers or ABA routing numbers) that you provide to us are your responsibility. We and our

Service Provider are not required to investigate discrepancies between account numbers and names on the account, and you agree that we and our Service Provider are not responsible for investigating such discrepancies and may execute an ACH Transfer using account number information only, even if the name and the account number do not match. You agree to use a browser or mobile application that at a minimum provides a level of security equivalent to 128-bit RC4 encryption when accessing or using the Service to initiate or approve ACH Transfers.

- h. If an account of yours has a joint account holder, you represent and warrant that each joint account holder has consented to the ACH Transfer(s), whether sending funds or receiving funds.
- i. You may not be able to cancel or revoke an ACH Transfer once you have submitted or approved it since processing begins immediately or soon after your approval is received by us. For your rights in placing a stop payment on your account, refer to the specific account disclosures provided to you by your financial institution. You may stop payment of a recurring ACH transfer orally or in writing at least three Business Days before the scheduled date of the transfer. If processing has not begun, you may be allowed to cancel or delete ACH transfers from the "Activity" tab; ACH Transfers with a status of pending may be cancelled; recurring ACH Transfers may be deleted prior to submission of the next transfer.
- j. All accounts must be located in the U.S. No International transactions are supported.
- k. The typical time to transfer funds with us using the ACH network is three to five Business Days (that is, days we are open but excluding bank holidays and weekends). If we permit you to initiate an expedited transfer, this time may be reduced to one to two Business Days. However specific transaction times may vary, and neither we nor our Service Provider guarantee any specific turnaround time to complete your funds transfer. You should check your accounts to see your ACH Transfers. If you are sending funds, you should check with the intended recipient of the funds to confirm the status of the funds. If a transfer is eligible to be processed as an expedited transfer, this option will be presented at the time of the transfer request. External transfers, both standard and expedited, will be subject to fees as listed in the Account Information Statement.
- l. You agree that credits to your account are provisional and subject to return or reversal if we or our Service Provider receives returns or reversals from the ACH or if we must otherwise reverse an ACH Transfer (including for failure to receive final payment). After we have received final payment on ACH credits, these deposits are referred to as collected items. We also reserve the right to refuse to process or to return all or any funds transferred.
- m. We or our Service Provider, in our sole and absolute discretion, have the right to reject, reverse, or cancel any ACH Transfer you initiate, and/or restrict or condition your ability to use the Service, at any time for any reason or no reason, including but not limited to (a) insufficient funds in an account being debited; (b) suspicious activity; (c) order of any law enforcement agency or other legal process; (d) inability to verify information you or others provide or are asked to provide; (e) providing us with false or inaccurate information; (f) hacking, tampering or impacting the Service functionality, availability or security; (g) using the Service for unlawful purposes (as determined by us in good faith, but without the need for inquiry); or (h) failing to cooperate with any information request.
- n. In consideration of the agreement by us and our Service Provider to act upon your request to make transfers of funds in the manner provided for in these Terms of Service:
  - 1. If any fees, fines or other sanctions, or damages or loss, are incurred or suffered by us or our Service Provider in connection with your use of the Service, you agree to indemnify, defend, and hold harmless us and the Service Provider.
  - 2. The Service, information, data, features and all content on this website are offered and made available on an "as is," "as available," basis. In no event shall we or our Service Provider be liable to you (and, if you are a nonconsumer, your company, employees, agents, third parties, associates, or partners), or to anyone else for any consequential, incidental, special, punitive, or indirect damages of any kind whatsoever, including without limitation those resulting from loss or impairment of use, data, or profits, that you or anyone else may incur relating to

your use or access to this site, or the use or access hereto by anyone else, even if we have been advised of the possibility of any such damages.

3. You expressly waive any and all claims you may have or assert against us or our Service Provider relating directly or indirectly to accessing or using or reliance upon any such information or data by you or anyone else.
4. The term "damages" as used herein includes, without limitation, any and all liability, loss, damage, injury, claim, founded or unfounded, expense, fee of any kind, including, attorney's or accountant's fees.
5. Note: If you are a consumer, the foregoing is limited to the extent that it may conflict with any non-waivable rights you may have under applicable law.

### **9.3 Limits on External Transfers**

The following limits on transfer amounts are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid.

<b>Service</b>	<b>Time Period/Total Outstanding</b>	<b>Limit Amount</b>
	Transaction-Inbound and Outbound	\$1,000.00
Standard and Next Day	Daily-Inbound and Outbound	\$1,000.00
	Monthly*	\$12,000.00
	Total Outstanding	\$1,000.00

Transaction minimum is \$5.00.

\*For purposes of the "monthly" transfer limits, a month means the thirty (30) calendar days immediately prior to the date on which an external transfer request is processed by BancorpSouth.

**IMPORTANT:** We may permit transfers in excess of these limits from time to time, based on our loss experience, security issues and other factors. We also may deny or limit specific transfers without prior notice if we have any reason to question the authorization for, or security of, the transaction.

### **9.4 Representation and Warranties**

WE AND OUR SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER REGARDING THIS SERVICE, WEBSITE OR ANY CONTENT ACCESSIBLE HEREIN OR AVAILABLE FROM OTHER SITES ACCESSIBLE HEREBY, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR USE, WARRANTY OF NON-INFRINGEMENT, WARRANTY OF TITLE, OR WARRANTY OF ANY OTHER KIND.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. In such states liability is limited to the extent permitted by law. Accordingly, some of the above limitations may not apply to you.

In the case where a provision in another agreement we have with you conflicts with a provision in these

Terms and Conditions, these Terms and Conditions will apply.

## **X. GENERAL TERMS AND CONDITIONS FOR POPMONEY PERSONAL PAYMENT**

This Section covers all funds transfers using the Popmoney Service initiated by you from time to time through a BancorpSouth Online or Mobile Banking Service and all funds received into an account at BancorpSouth owned by you through the Popmoney Service.

### **10.1 Definitions**

“ACH Network” means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.

“ACH Rules” means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.

"Business Day" is every Monday through Friday, excluding Federal Reserve Bank holidays.

“Next Day” are transactions that are processed using the ACH network using next day transfers.

“BancorpSouth” or “bank” refers to BancorpSouth Bank, including its directors, officers, employees, agents and service providers.

“Online Banking” means BancorpSouth’s online banking service currently accessible at [www.bancorpsouth.com](http://www.bancorpsouth.com).

“Mobile Banking” means BancorpSouth’s banking services accessible through wireless devices.

“Eligible BancorpSouth Account” means any BancorpSouth deposit account owned by me that is eligible to be used with the Popmoney Service.

“NACHA” means the National Automated Clearing House Association.

### **10.2 Description of Service**

The Popmoney Service enables you: (1) to request a transfer of funds from your Eligible BancorpSouth Account to an account at a U.S. financial institution; or (2) to receive a payment from another person into an Eligible BancorpSouth Account. BancorpSouth uses the ACH Network to execute Popmoney Service requests generally. To use the Popmoney Service, you must first enroll in the Service in Online Banking. All requests to send money to another person must be made either through the Online Banking or Mobile Banking Popmoney Services and are subject to all terms of this Agreement, other agreements and applicable laws and regulations, in each case as in effect from time to time. Receipt of money from another person may be made through the Online or Mobile Banking Popmoney Services and is subject to all terms of this Agreement, and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of money from another person may be made through [www.Popmoney.com](http://www.Popmoney.com) (the "Popmoney Website") and if you choose to complete a transfer at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the Terms of Use for the Popmoney Website, and applicable laws and regulations, in each case as in effect from time to time. All features of the Popmoney Service

may not be available in the BancorpSouth Mobile Banking Service.

### **10.3 Types of Transfer Requests**

You may request (1) a one-time transfer for which processing shall be initiated immediately, (2) a one-time transfer for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of transfers for which processing shall be initiated on the specified dates. Refer to BancorpSouth Online Banking for additional details about these options.

Transfer requests are processed in two ways. You can provide all the information about the recipient and his/her bank account that is necessary to complete an ACH Network transfer (the "Complete Transfer").

Alternatively, you can provide contact information about the recipient (including an email address) and the Popmoney Service contacts the recipient and requests the recipient (i) to confirm his/her identity at the Popmoney Website and then (ii) to provide bank account information in order to complete the transfer request (a "Two-Step Transfer").

### **10.4 Receiving Payments**

If another person wants to send money using the Popmoney Service to an account you own at BancorpSouth, he/she can do that from an account at a financial institution that participates in the Popmoney Service. If the sender's request is for a Two-Step Transfer, you must provide the information through Online Banking or the Popmoney Website that is requested by the Popmoney Service to allow the sender's financial institution to complete the transfer.

### **10.5 Authorization to Transfer Funds Using Popmoney Service**

You hereby represent and warrant to BancorpSouth that you own each Eligible BancorpSouth Account and have full right and authority to all the funds on deposit therein. In addition, you authorize BancorpSouth to execute and charge your Eligible BancorpSouth Account(s) for any Popmoney Service transfer request, including any related fees, subject to any applicable limits as to dollar amount and time to complete transfers, when your Popmoney Service transfer requests are made in accordance with the procedures established by BancorpSouth. You understand and acknowledge that BancorpSouth has no obligation to execute any request for a transfer using the Popmoney Service that is not initiated in accordance with such procedures. You further acknowledge that the acceptance and processing of a Popmoney transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until you have informed BancorpSouth either: (i) by revoking your authorization in Online Banking or (ii) by telephone at 1-888-797-7711 that you have revoked your authorization and BancorpSouth has a reasonable opportunity to act on it.

### **10.6 Information Relied Upon by BancorpSouth**

You acknowledge and agree that BancorpSouth is relying upon the information you provide in originating a Popmoney Service transfer on your behalf. Any errors in the information, including incorrect or inconsistent recipient names, email addresses, mobile phone numbers or account numbers or the recipient's financial institution's ABA number or name, as well as providing incorrect information in connection with transfer from other persons to your account are your responsibility. You understand and agree that if Popmoney Service transfer instructions identify an account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only,

even if such number does not correspond to the name. You understand that financial institutions holding the account may not investigate discrepancies between names and numbers. In addition, you agree that BancorpSouth has no responsibility to investigate discrepancies between names and account numbers.

## **10.7 Limited Power of Attorney**

In connection with any request to transfer funds using the Popmoney Service, you hereby give to BancorpSouth a limited power of attorney and appoint BancorpSouth as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for BancorpSouth and in its name, place and stead, in any and all capacities, to originate deposits into or withdrawals from your accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any Popmoney Service transfer instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as you might or could in person. Once BancorpSouth has actual knowledge that you wish to cease using the Popmoney Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge and to complete any pending transfers, this limited power of attorney shall be deemed revoked; provided, however, that any act done by BancorpSouth in good faith before it has actual knowledge of termination by you and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with the financial institution (other than BancorpSouth) that maintains an account to which you are requesting a transfer or from which a transfer to BancorpSouth is being requested is independent of BancorpSouth and your use of the Popmoney Service. You shall not hold BancorpSouth responsible for any acts or omissions by the financial institution maintaining such an account, including without limitation any modification, interruption or discontinuance of it. YOU ACKNOWLEDGE AND AGREE THAT WHEN BANCORPSOUTH ORIGINATES A REQUEST FOR A TRANSFER USING THE POPMONEY SERVICE, BANCORPSOUTH IS ACTING AS YOUR AGENT. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS BANCORPSOUTH AS YOUR AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

## **10.8 Security Procedures**

You agree that BancorpSouth will initiate a request from you to send money using the Popmoney Service only after you access your Eligible BancorpSouth Account(s) through Online Banking using your verified Login Credentials. You further agree to provide any additional password or passcode that may be assigned to or selected by you that is required in connection with a request to transfer funds using the Popmoney Service. BancorpSouth shall not be liable for any delay in processing your Popmoney Service transfer request if you fail to comply with this security procedure (or any other that may be established by BancorpSouth from time to time). You acknowledge and agree that BancorpSouth has established commercially-reasonable security procedures for the Popmoney Service. You understand that the security procedure is designed to authenticate your identity before accepting a request for a Popmoney Service transfer and not to detect errors in the content of your instruction.

## **10.9 Processing Popmoney Transfer Requests**

You understand and agree that when you request an immediate transfer of funds from an Eligible BancorpSouth Account using the Popmoney Service, the processing of the transfer will begin and the debiting of your Eligible BancorpSouth Account will occur, as early as the day of your request. However, the funds will be transferred into the recipient's account no earlier than the third Business Day after you have made the request. If you request a one-time transfer with a specified date or a recurring series of

transfers on specified dates, then the processing of the transfer will begin, and the debiting of your account will occur, as early as the date specified. However, the funds will be transferred into the recipient's account no earlier than the third Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the funds into the recipient's account (even if withdrawn from your account) will be delayed if the recipient has not provided the Popmoney Service with certain required information. You hereby authorize BancorpSouth and the Popmoney Service to communicate via email from time to time, on your behalf and at their discretion in your name (including utilizing the email address that you supply to or designate for use by the Popmoney Service) to the recipients of your transfers to (1) notify recipients of pending transfers from you, (2) request information from the recipient that is necessary or appropriate to complete the transfer and (3) to remind a recipient that action must be taken to complete a transfer and any and all other notices relevant to an intended recipient of a Popmoney transfer. You understand and agree that in the case of a Two-Step Transfer your request to transfer funds to a recipient will not be completed until the information requested from a recipient is provided. If the information is not provided within 30 calendar days (or such other time period as BancorpSouth may select), then the transfer request may be cancelled and the funds returned to your Eligible BancorpSouth Account.

## 10.10 Expedited Popmoney Transfers

BancorpSouth currently offers next-day transfers to or from contacts or bank information provided from Eligible BancorpSouth Accounts. However, we may elect not to offer expedited transfers at any time without prior notice to you at our discretion. For the Send Next Day feature, the funds will be deposited into the recipient's bank account when the recipient provides the bank account information. You agree to pay for all Popmoney Transfers in accordance with our current fee schedule and as amended from time to time. The current fee schedule is outlined in the Account Information Statement and is available on our website. You authorize us to automatically charge your Eligible BancorpSouth Account (or any of your other accounts at BancorpSouth) for all such fees incurred in connection with Popmoney Transfers. In the future, we may add to or enhance the features of Popmoney Services. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule. The cutoff time for a next day transfer is 2:00 PM CT.

## 10.11 Limits on Popmoney Transfers

The following limits on transfer amounts are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid.

<b>Service</b>	<b>Time Period/Total Outstanding</b>	<b>Limit Amount</b>
	Transaction	\$1,000.00
Standard and	Daily	\$1,000.00
Next Day	Monthly*	\$12,000.00
	Total Outstanding	\$1,000.00

Transaction minimum is \$5.00.

\*For purposes of the "monthly" transfer limits, a month means the thirty (30) calendar days immediately prior to the date on which a Popmoney transfer request is processed by BancorpSouth.

**IMPORTANT:** We may permit transfers in excess of these limits from time to time, based on our loss experience, security issues and other factors. We also may deny or limit specific transfers without prior

notice if we have any reason to question the authorization for, or security of, the transaction.

## **10.12 Receiving Popmoney Transfers**

When you are the intended recipient of a Popmoney Service transfer into an account you have at BancorpSouth, you authorize the deposit of funds into the Eligible BancorpSouth Account you designate, either for the receipt of a single transfer or, if you choose the Automatic Deposit feature, for all transfers directed to you through the Popmoney Service. You understand and agree that there may be a delay between the time you are notified of the pending transfer and the deposit of the funds into your account.

You authorize the sender, the financial institution which holds the sender's account and the Popmoney Website to send emails and SMS text messages to you in connection with the sender's request to transfer funds to you. You understand and agree that in the case of a Two-Step Transfer if you do not provide the requested information within a certain period of time, the requested transfer will be cancelled and the funds returned to the sender.

In the event that funds are transferred into your Eligible BancorpSouth Account as a result of a Popmoney transfer and it is determined that such transfer was improper because it was not authorized by the sender or there were not sufficient funds in the sender's account or for any other reason, then you hereby authorize BancorpSouth to withdraw from your BancorpSouth account an amount equal to the amount of funds improperly transferred to you.

## **10.13 Service Fees and Charges**

You understand and agree that you are responsible for paying all fees associated with your use of the Popmoney Service in accordance with our current fee schedule and as amended from time to time. The current fee schedule is outlined in the Account Information Statement and is available on our website. BancorpSouth reserves the right to change the fees charged for the use of the Popmoney Service. You authorize us to automatically charge your Eligible BancorpSouth Account (or any other of your accounts at BancorpSouth) for all such fees incurred in connection with Popmoney Transfers. In the future, we may add to or enhance the features of Popmoney Services. By using such added or enhanced features, you agree to pay for them in accordance with the fee.

## **10.14 Actions Taken Upon an Unsuccessful Popmoney Transfer**

When you request a transfer from an Eligible BancorpSouth Account using the Popmoney Service, the transfer may not be completed for various reasons. If you have not provided complete and accurate required information regarding the recipient, the Popmoney Service cannot complete the Transfer. If you fail a verification of your identity that is required in connection with scheduling a Popmoney transfer, your requested transfer will be placed on hold, and if you do not call BancorpSouth at 1-888-797-7711 or take other prescribed actions within the prescribed time frames to remove the hold, the transaction will be cancelled.

If you do not have sufficient funds in your Eligible BancorpSouth Account from which you have requested a transfer be made, the transfer will not be completed. You understand and agree that after an initial failure due to non-sufficient funds in your Eligible BancorpSouth Account, the transfer process will be attempted a second time. If there again are non-sufficient funds in your Eligible BancorpSouth Account, your requested transfer will be cancelled. In addition, after any failure due to non-sufficient funds (whether an initial failure or a subsequent failure), your access to the Popmoney Service or any other BancorpSouth service may at BancorpSouth's discretion be suspended or terminated.

## **10.15 Rejection of a Popmoney Transfer**

BancorpSouth reserves the right to reject your Popmoney Service transfer request. BancorpSouth may reject your request if the dollar value of one or more of your transfer requests exceed any of your transfer limits (as more fully described in Section 10.11 above), if you have insufficient available funds in your Eligible BancorpSouth Account for the amount of the Popmoney Service transfer, plus any applicable fee, if your request is incomplete or unclear, if BancorpSouth identifies a security risk related to a requested transfer or if BancorpSouth is unable to fulfill the request for any other reason. You understand and agree that if BancorpSouth rejects a request for a Popmoney Service transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by email as soon thereafter as BancorpSouth has determined to reject the request.

## **10.16 Changes or Cancellation of a Popmoney Transfer Request**

You may change or cancel a Popmoney transfer request only if BancorpSouth receives your request prior to the initiation of the ACH transfer into the recipient's account and at a time that provides BancorpSouth with a reasonable opportunity to act upon that request. If your request to change or cancel a Popmoney transfer is received after such transfer has been processed by BancorpSouth, you understand and agree that your request to stop payment or change your Popmoney transfer will be effective only with the voluntary consent of the recipient's financial institution. If the recipient's bank confirms that the funds are returnable and agrees to do so, once the funds are returned to BancorpSouth, BancorpSouth will return the funds to you. The amount that is returned to you may be less than you originally transferred because the entire amount transferred may not be available for return and/or due to service charges of the recipient's bank and/or BancorpSouth.

## **10.17 Delays, Non-Execution of Funds Transfer Request**

You agree that BancorpSouth shall not be responsible for any delay, failure to execute, or misexecution of your funds transfer request due to circumstances beyond BancorpSouth's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. BANCORPSOUTH MAKES NO WARRANTIES, EXPRESSED OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR YOUR RECIPIENT'S BANK TO CREDIT YOUR RECIPIENT WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME.

## **10.18 Unauthorized Popmoney Transfers**

You understand that if you think your BancorpSouth Debit/ATM Card has been lost or stolen, someone else has learned your Login Credentials for online or mobile banking or an unauthorized Popmoney Service transfer or other type of online transaction has been made from one of your accounts, you must notify BancorpSouth immediately by telephone at 1-888-797-7711 or, if you are unable to telephone BancorpSouth, in writing to: BancorpSouth Customer Service, 2910 West Jackson St, Tupelo, MS 38801. By providing prompt notice, you may limit your personal liability for unauthorized transfers as more fully described in the "Customer Liability" section of your Regulation E Disclosure provided within this Agreement.

## **10.19 Significance of Email Notices about Popmoney Service**

You agree that all email or SMS text message notices sent to you regarding the status of a Popmoney transfer request are merely service messages and will not constitute a transaction receipt or an official bank record with respect to a Popmoney transfer. You acknowledge and agree that these notices may be sent to the email address or mobile phone number you provide during your enrollment in the Popmoney Service, even if you have informed BancorpSouth separately in the past (or choose to do so in the future) to not send you marketing messages at that same email address.

## **10.20 Means of Transfer**

You understand and agree that BancorpSouth uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network to make Popmoney Service funds transfers. BancorpSouth may choose any reasonable means that it considers suitable to complete a transfer that you request using the Popmoney Service. You authorize BancorpSouth to choose the means it deems suitable to cause each of your Popmoney transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Rules.

## **10.21 Location of Accounts; Currency of Funds**

The Popmoney Service is available for funds transfers to and from accounts in the United States only and is made in U.S. dollars only.

## **10.22 Proprietary Rights**

You acknowledge and agree that BancorpSouth and parties with whom it has contracted own all rights in and to the Popmoney Service. You are permitted to use the Popmoney Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the Popmoney Service or any other services or technology used in connection with the Popmoney Service.

## **10.23 Indemnity**

In consideration of the Agreement by BancorpSouth to act upon your request to make the Popmoney Service available to you in the manner provided in this Agreement, you agree to indemnify and hold BancorpSouth harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of its acting upon instructions or information from you in connection with this Agreement, including, but not limited to the initiation and receipt of Popmoney transfers and your authorization to send and receive emails and SMS text messages. This indemnity shall not be effective to relieve and indemnify BancorpSouth against its gross negligence, bad faith, or willful misconduct.

## **10.24 Claims; Limitation of Liability; No Warranty**

You agree that within sixty (60) days after you receive notification that your Popmoney Service transfer request has been completed or that you have been the recipient of funds sent through the Popmoney Service, you will tell us of any errors, delays, or other problems related to your request. If your funds transfer request or your receipt of funds is delayed or erroneously executed as a result of BancorpSouth's

error, BancorpSouth's sole obligation to you is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by BancorpSouth shall be at BancorpSouth's published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made. In any event, if you fail to notify BancorpSouth of any claim concerning your funds transfer request or your receipt of funds within one (1) year from the date that you receive notification that your request has been executed or the funds have been deposited in your account, any claim by you shall be barred under applicable law.

YOU AGREE THAT BANCORPSOUTH SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH EXECUTING YOUR TRANSFER REQUEST TO ANOTHER PERSON'S ACCOUNT AT SUCH FINANCIAL INSTITUTION OR YOUR RECEIPT OF FUNDS FROM SUCH FINANCIAL INSTITUTION; (2) ANY CHARGES IMPOSED BY ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH POPMONEY SERVICE TRANSACTIONS; AND (3) ANY TRANSFER LIMITATIONS SET BY ANOTHER FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH YOU HAVE REQUESTED A TRANSFER OR FROM WHICH A TRANSFER TO YOUR ACCOUNT HAS BEEN REQUESTED. IN NO EVENT SHALL BANCORPSOUTH BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH A POPMONEY SERVICE TRANSFER REQUEST.

EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, BANCORPSOUTH AND ITS DIRECTORS, OFFICERS AND EMPLOYEES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. BANCORPSOUTH MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE POPMONEY SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE POPMONEY SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY BANCORPSOUTH FROM ANY FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH YOU HAVE REQUESTED A TRANSFER OR FROM WHICH A TRANSFER TO YOUR ACCOUNT HAS BEEN REQUESTED OR THAT THE POPMONEY SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

## **10.25 Electronic Consent and Acceptance of Terms and Conditions**

In order to enroll to use the Popmoney Service, you consent to receive and accept the terms and conditions of the General Terms and Conditions for the Popmoney Service and this Agreement, and any amendments to this Agreement, electronically. In the event any change to this Agreement requires prior notice to you, BancorpSouth will notify you by email, at the public email address you have provided for notices pertaining to this Service, of the new or different terms and conditions or will provide you with a link within such email where you may view the new or different terms and conditions on a website. You understand and agree that BancorpSouth reserves the right to provide any such notices to you in printed form. A record of each funds transfer request will be made available to you electronically at the time each Popmoney Service transfer is requested and in summary form as part of the periodic statement for your Eligible BancorpSouth Account to or from which the Popmoney Service transfer is requested. You may withdraw your consent to having this information provided to you electronically by contacting BancorpSouth by telephone at 1-888-797-7711, however, by doing so you understand that you will terminate your right to use the Popmoney Service. Withdrawing your consent in this manner will not

prevent you from re-enrolling for the Popmoney Service.

## **10.26 Required Equipment**

In order to use the Popmoney Service and to view and retain a copy of the terms and conditions contained in this Agreement, you understand that you must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device. You understand that you can view this Agreement on the BancorpSouth website or you can also obtain a printed copy of this Agreement by calling 1-888-797-7711.

Consent and Agreement. By clicking on the "Agree" button, you agree: (1) You have software and equipment that satisfies the above requirements; (2) to receive information about the Popmoney Service, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and Fee Schedule and agree to be bound by the terms and conditions contained therein. Because enrollment for the Popmoney Service can only occur electronically, you understand that you will be unable to proceed if you do not click on this button. BancorpSouth reserves the right to provide information and notices about the Popmoney Service to you by non-electronic means.

# **XI. GENERAL TERMS AND CONDITIONS FOR BUDGETWi\$E**

## **11.1 Definitions**

The following definitions apply with respect to BudgetWi\$e:

"Service Information" means information about your third party accounts, data, passwords, user names, PINs, other login information, materials and other content you submit to use through BudgetWi\$e, together with information that we create or compile about your use of the Service or that relates to your use of the Service

"Third Party Accounts" means the accounts and relationships that you maintain with third party financial institutions with respect to which you may retrieve information using BudgetWi\$e

## **11.2 Description of Service**

Subject to the terms and conditions of this Agreement, BudgetWi\$e is a financial information management service that provides tools and services that allow you to consolidate, track, and manage financial information from various sources within one convenient application. You may use the Service to retrieve information maintained online by third party financial institutions with which you have customer relationships.

BudgetWi\$e is not intended to provide legal, tax, or financial advice, and in providing the Service we do not act as a financial planner, tax advisor, or any other type of professional advisor. You should consult a qualified professional for advice. We make no warranty or representation regarding the results that may be obtained from the use of the Service.

## **11.3 Access to Your Third Party Accounts**

When you use BudgetWi\$e to retrieve information about your Third Party Accounts, you authorize us to access on your behalf the websites of the financial institutions that maintain such Third Party Accounts in order to retrieve the Third Party Account Information requested by you, and you hereby appoint us as your agent for this limited purpose. You hereby represent to us that you are a legal owner of each Third Party Account that you request us to access and that you have the right and authority to designate us as your agent in connection with your use of this Service. If any Third Party Account is owned by you jointly with other owners, you represent and warrant that each other joint owner has consented to your use of the Service in connection with that Third Party Account. You may not use the Service to initiate transactions to or from your Third Party Accounts or to provide notices or instructions affecting such Third Party Accounts to the financial institutions that maintain them. You are solely responsible for all fees and charges associated with your Third Party Accounts and for compliance with all terms and conditions governing or related to such Third Party Accounts. You acknowledge and agree that we are in no way responsible or liable for your Third Party Accounts or any products or services related to your Third Party Accounts, or for any acts or omissions by the financial institutions that maintain such Third Party Accounts, including, but not limited to, any modification, interruption or discontinuance of any Third Party Account or any related product or service by such financial institutions. For all purposes of the Service, you hereby grant us a limited power of attorney, and you hereby appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the websites of the financial institutions that maintain your Third Party Accounts, to retrieve information, and to use such information, all as described in the terms of this Service, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person or otherwise. **YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY.** You agree that our third party service providers and contractor shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by you.

#### **11.4 Accuracy of Information You Provide**

You agree to provide true, accurate, current and complete information about yourself and your Third Party Accounts as requested through BudgetWi\$e, and you agree not to misrepresent your identity or information related to your Third Party Accounts, which information may include user names, passwords or other access devices for such Third Party Accounts. You agree to keep all of such information current and accurate. You acknowledge that we will rely on information provided by you, and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. We are not obligated to take any further steps to confirm or authenticate such instructions and may act upon them without further confirmation. You acknowledge and agree that financial institutions receiving requests through the Service for the release of Third Party Account information may rely and act upon such requests. If such instructions identify a financial institution and/or a Third Party Account by name and number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You acknowledge that financial institutions may not investigate discrepancies between names and numbers. We shall have no liability for any losses resulting directly or indirectly from any of your errors, duplications, ambiguities or misrepresentation in the information that you provide.

#### **11.5 Verification of Instructions**

You acknowledge and agree that any financial institution maintaining a Third Party Account may contact us to verify the content and authority of instructions and any changes to those instructions. You agree

that we, as your agent, may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Third Party Account. You agree to allow us to authorize any financial institution that maintains a Third Party Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed to by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Third Party Account information based solely on these communications.

## **11.6 Communications**

You authorize us to select and use any means we deem suitable to provide instructions to any financial institution that maintains a Third Party Account. These means may include banking, electronic, mail, courier, or telecommunications services, intermediary financial institutions and other organizations. You agree to be bound by the rules and regulations that govern applicable systems and networks, including, but not limited to, the rules and regulations of the Clearing House Interbank Payments System (CHIPS) and the National Automated Clearing House Association (NACHA).

## **11.7 Information from Third Party Accounts**

We have no responsibility to review Third Party Account information that is retrieved through BudgetWi\$e for accuracy, legality, or non-infringement, or for any other purpose. We will not be liable for technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings, or other Service interruptions. We assume no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications, or personalization settings. We make no representation or warranty that any Third Party Account information displayed through the Service is the most complete or current information relating to the Third Party Account that is available from the financial institution that maintains such Third Party Account. You should contact the financial institution that maintains your Third Party Account for verification and confirmation of any information relating to the Third Party Account. Not all types of Third Party Accounts are accessible through the Service, and we reserve the right to qualify or disqualify any types of Third Party Accounts that may be eligible for the Service in our discretion. It is your responsibility to check with the financial institutions that maintain your Third Party Accounts for restrictions regarding your retirement, savings, trust, loan, custodial, business, corporate and other account types. You agree that we shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of (i) our access to your Third Party Accounts, (ii) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the Third Party Accounts, or the untimeliness of any such information, (iii) any charges imposed by any financial institution that maintains any Third Party Account, (iv) the action or inaction of any financial institution that maintains any Third Party Account, and/or (v) any action or inaction by you in reliance on any information obtained by you from or through the Service.