

## **IMPORTANT INFORMATION ABOUT ELECTRONIC FUND TRANSFER SERVICES REGULATION E DISCLOSURE**

### **BancorpSouth 24-Hour Banking Card and MasterCard Debit Card Disclosure**

The purpose of this disclosure is to set forth the terms governing the electronic fund transfer services offered by BancorpSouth Bank (“we”, “us”, “our”) to consumers (“you”, “your”) on accounts established primarily for personal, family, or household purposes for transactions which are governed by Regulation E and to make certain disclosures relative to these services which are required by law. The terms set forth in this disclosure are in addition to those set forth in Your Deposit Terms and Conditions which apply to your account and in your Account Information Statement, each as amended from time to time. In the event of any conflict between Your Deposit Terms and Conditions and this disclosure, this disclosure will control.

**I. BANCORPSOUTH 24-HOUR BANKING CARD/MASTERCARD DEBIT CARD.** Each BancorpSouth 24-Hour Banking Card and MasterCard Debit Card (each, a “Card”) issued to you for use with your account is our property and may be canceled or repossessed by us at any time. You must surrender to us on demand each Card issued to you. If you permit or authorize other persons to use your Card or personal identification number (“PIN”), you assume liability for the resulting transactions. To guard against anyone making a transaction that you have not authorized, you should take all reasonable precautions to prevent any other person from learning your PIN.

**II. TYPES OF TRANSACTIONS.** You may use your Card to access your account through Automatic Teller Machines (each, an “ATM”) to:

- (1) Withdraw cash from your checking, savings or personal money market account.
- (2) Inquire as to the available balance of your checking, savings or personal money market account.
- (3) Make deposits to your checking, savings or personal money market account at most of our ATMs.
- (4) Transfer funds between your checking, savings or personal money market accounts whenever you request.
- (5) Make payments on an installment loan or on any Visa or MasterCard credit card account you have with us by enclosing a check or cash at most of our ATMs.

You may use your Card to access your account through any Pulse ATM to:

- (1) Withdraw cash from your checking, savings, or personal money market account.
- (2) Transfer funds between your checking, savings, or personal money market account.
- (3) Make balance inquiries on your checking, savings or personal money market account.

You may also use your MasterCard Debit Card to:

- (1) Withdraw cash from your primary checking account at a teller window at any of our locations or other MasterCard participating bank.
- (2) Purchase goods or services with funds from your primary checking account at participating MasterCard merchants.
- (3) Pay bills directly by telephone from your checking, savings, or personal money market account in the amounts and on the days you request.

Some of these services may not be available to you at all ATMs. If you have more than one account with us, some of these services may not be available for each account. On each processing day, you may withdraw from ATMs up to a maximum of \$400.00 (or your available balance, if it’s less than \$400.00) per Card, and by use of point-of-sale terminals you may buy goods or services up to a maximum of \$10,000.00 or your available balance, whichever is less. 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.

**III. NOTICE ABOUT ELECTRONIC CHECK CONVERSION.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. A merchant or other payee may also use information from your check provided by you to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills. When information is used from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day your check is provided, and you will not receive your check back from your financial institution.

**IV. PREAUTHORIZED DIRECT DEPOSITS.** Many payments made by governmental agencies, such as Social Security and Veterans Administration payments, can be deposited directly into your checking, savings or personal money market account; however, you must first sign an authorization for such service. If your employer provides direct payroll deposits, you may agree

to have your salary deposited directly to your account upon signing an agreement with your employer to receive this service.

V. 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, cable, Internet or telephone service providers or gym memberships; however you must sign a written authorization with each party who will be making such withdrawals to receive this service.

VI. FEES FOR ELECTRONIC TRANSFERS. **The amounts of the various fees mentioned in this section 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. If you need a copy of the current Account Information Statement, visit your nearest BancorpSouth branch or call us or write to us at the phone number or address set forth in Section VIII below.**

If you have been issued a BancorpSouth 24-Hour Banking Card, your account will be charged a monthly fee regardless of whether you use it. There is no charge for issuance of a MasterCard Debit Card. If we have to issue you a replacement Card because your Card has been lost or stolen, your account will be charged a fee for each Card replaced. There is no charge for making ATM transactions or other electronic fund transfers to or from your account that are conducted at our ATMs, and there is no charge for making point of sale transactions with participating merchants. However, for each withdrawal and balance inquiry that you make using an ATM not owned by us, we will charge you a fee. Also, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. We do not control the amounts of fees charged by others.

Upon written request, copies of sales drafts and other documentary evidence of transactions made with your Card 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. Copies of point-of-sale drafts may be obtained for a fee of \$10.00 per item.

If your MasterCard Debit Card is canceled for any reason, and you fail to return your MasterCard Debit Card to us within 30 days, you will be charged a surrender fee.

#### VII. CUSTOMER'S LIABILITY.

- (1) GENERALLY. Tell us AT ONCE if you believe your Card, Card number or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). If you tell us within 2 business days after you learn of the loss or theft of your Card, Card number or PIN, you can lose no more than \$50 if someone used your Card, Card number or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, Card number or PIN and we can prove we could have stopped someone from using your Card, Card number or PIN without your permission if you had told us, you could lose as much as \$500.

- (2) UNAUTHORIZED USE DISCOVERED FROM STATEMENTS. Also, if your statement shows transfers that you did not make, including those made by Card, Card number or PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 Card, Card number or PIN has been lost or stolen, call us or write to us at the phone number or address set forth in Section VIII below. You should also call us or write to us at the phone number or address set forth in Section VIII below if you believe a transfer has been made using the information from your check without your permission.

- (3) SPECIAL RULES FOR UNAUTHORIZED USE ON CERTAIN MASTERCARD DEBIT CARD TRANSACTIONS. Notwithstanding Section VII (1) above, your liability for unauthorized use of your MasterCard Debit Card will be \$0 for any MasterCard Debit Card transactions which are processed by MasterCard (for example, transactions with merchants for which you sign or do not provide a PIN) or any PIN transaction processed by Pulse (for which you provide a PIN):

- (a) you report the unauthorized use as soon as possible;
- (b) you have exercised reasonable care in safeguarding your Card from risk of loss or theft;
- (c) you have not reported two or more incidents of unauthorized use to us in the immediately preceding 12-month period; and
- (d) your account is in good standing.

If you do not meet these conditions and you report the unauthorized use, your liability for the unauthorized transaction which is processed by MasterCard will be no more than \$50.00.

#### VIII. 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  
Electronic Banking  
2910 West Jackson Street  
Tupelo, MS 38801  
Toll Free: 1-888-797-7711 and press 1, 5

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 the FIRST statement on which the problem or error appeared.

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

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

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

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

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

**IX. BUSINESS DAYS.** For purposes of this disclosure, our business days are Monday through Friday. Holidays are not included.

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

- (1) Where it is necessary for completing transfers, or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (3) In order to comply with government agency or court orders, or
- (4) If you give us your written permission.

**XI. DOCUMENTATION OF TRANSFERS.**

- (A) ATM Transfers -- You can get a receipt at the time you make any transfers to or from your account using one of our ATMs.
- (B) 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 call us at 1-888-797-7711 to find out whether or not the deposit has been made.
- (C) 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.

**XII. CUSTOMER'S RIGHT WITH RESPECT TO PREAUTHORIZED PAYMENTS.**

(A) 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 VIII above or write us at the address indicated in the Section VIII 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 VII above for how to obtain the current Account Information Statement if you no longer have your copy.

(B) Notice of Varying Amounts. 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.

(C) 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.

**XIII. 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:

- (1) If through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the ATM where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevented the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

**XIV. PERIODIC STATEMENTS.** You will get a monthly account statement for your checking account. You will also get a monthly account statement for your savings account unless there are no transfers in a particular month. In any case, you will get the statement for you savings account at least semi-annually. Your checking account and savings account statement may be combined.

**XV. ACTS AND OMISSIONS OF OTHERS.** Except for our responsibility explained in this disclosure, we are not responsible for the acts or omissions of any merchant or operator of any ATM which we do not own, including any refusal to honor your Card.