

BANCORPSOUTH BANK CUSTOMER AGREEMENT AND DISCLOSURE STATEMENT FOR ONLINE AND MOBILE BANKING SERVICES

1. INTRODUCTION

This BancorpSouth Bank Customer Agreement and Disclosure Statement for Online and Mobile Banking Services (this “Agreement”) sets forth the rights, duties and obligations between the customer (“you” and “your”) and BancorpSouth Bank (“we”, “our” and “us”) with respect to our online and mobile banking services described in this Agreement (the “Services”), the terms and conditions on which the Services will be provided by us to you and important information about electronic fund transfer services which is required by law. The contents of this Agreement are as follows:

- Section 1: Introduction
- Section 2: Electronic Fund Transfer Disclosure to Consumers
- Section 3: General Terms and Conditions for the Services
- Section 4: Additional Terms and Conditions for Bill Payment Service
- Section 5: Additional Terms and Conditions for Online Statements
- Section 6: Additional Terms and Conditions for Identity Verification Alerts
- Section 7: Additional Terms and Conditions for SMS Mobile Banking Service
- Section 8: Additional Terms and Conditions for Mobile Remote Deposit Capture Services
- Section 9: Additional Terms and Conditions for Account to Account Transfers
- Section 10: Additional Terms and Conditions for Zelle and Other Payment Services
- Section 11: Additional Terms and Conditions for Spending

1.1 AMENDMENTS

We may add, delete or change the terms of this Agreement and the Account Information Statement (as defined in Section 2.3 (Fees for Electronic Transfers) below) at any time. We will inform you of changes when legally required and will try to inform you of the nature of any material changes even when not legally required to do so. We may communicate changes by either mail, email or a notice on our Site (defined in Section 3.34 below) and will make the updated terms available on our website.

You agree that by continuing to use the Services after the date that changes are posted to our website, such changes will be effective for transactions made after that date, whether or not you access the website or otherwise receive actual notice of the changes. If you do not agree with a change, you may discontinue using the Services. See also Section 3.12 (Modification or Amendment of the Services; Notices to You) below.

1.2 GOVERNING LAW

This Agreement will be governed by the law of the state provided in the Account Agreement (defined in Section 3.14 below) unless provided differently herein.

1.3 RELATION TO OTHER AGREEMENTS

Your use of the Services may also be affected by a deposit or other agreement between us for your linked BancorpSouth Bank accounts (collectively, the “Account Agreement”). When you link an account to the Services, you do not change the agreements you already have with us for that account.

For example, if you link your BancorpSouth Bank deposit account to the Services, the terms and conditions of your Account Agreement do not change. Similarly, when you use the Services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those and other BancorpSouth Bank account-related agreements and fee schedules for any applicable fees, for limitations on the number of transactions you can make, liability rules for electronic fund transfers, and for other restrictions that might impact your use of an account with the Services.

2. ELECTRONIC FUND TRANSFER DISCLOSURE TO CONSUMERS

2.1 TYPES OF TRANSACTIONS

Following are examples of transactions you may make through the Services:

- View account balance information for your registered BancorpSouth Bank accounts
- Make one-time or recurring transfers between your registered BancorpSouth Bank accounts
- Transfer funds between your registered BancorpSouth Bank accounts and external accounts
- Pay other people through Zelle and Other Payment Services
- Review transaction history for your registered BancorpSouth Bank accounts
- View monthly statements for your registered BancorpSouth Bank accounts
- Enroll in Bill Pay
- Export account information for your registered BancorpSouth Bank accounts into your personal financial management software program
- Manage your finances online (Spending)
- 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 (defined in Section 2.6 below). 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 BancorpSouth Bank account. This is usually done for the purpose of paying recurring monthly bills such as mortgage payments, utilities, car payments and 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

If you have a BancorpSouth Bank deposit account, the amounts of the various fees mentioned in this Agreement which are charged by us are set forth in the Account Information Statement. You may view the Account Information Statement on our website or visit our branch nearest you or call us or

write to us at the phone number or address set forth in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) below to request a copy. For purposes of this Agreement, "Account Information Statement" means the account information statement, statement of fees or other fee disclosure you received when you opened your account and includes any fee disclosure made within the user interface for the Services or elsewhere within our Site, all of which may be amended from time to time.

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 the Bill Payment Services (defined in Section 4.1 (Description of Bill Payment Service) below), your account may be charged an additional monthly fee, regardless of whether you use the Bill Payment Services. Upon written request, copies of documentary evidence of transactions made through the Services are available 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 the security code, user ID, password or email address used by you to access the Services (collectively, the "Credentials"), 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 in writing us that the person is no longer authorized, then only the transactions that person performs after the time you notify us in writing are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intentions are also authorized transactions.

Contact us **AT ONCE** if you believe your Credentials have been compromised, 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 (Notice of Errors or Questions About Your Electronic Transfers) 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 two (2) Business Days after you learn of the loss or theft of your Credentials, you can lose no more than \$50.00 if someone used your Credentials without your permission. If you do **NOT** tell us within two (2) Business Days after you learn of the loss or theft of your Credentials, you could lose as much as \$500.

UNAUTHORIZED USE DISCOVERED FROM STATEMENTS. Also, if your statement shows transfers that you did not authorize or make, including those made by your Credentials or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was provided to you, you may not get back any money you lost after the sixty (60) days. If you believe your Credentials have been compromised, lost, stolen, or if you believe that an electronic fund transfer has been made without your permission, call us or write to us at the phone number or address set forth in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) below.

2.5 NOTICE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

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

BancorpSouth Bank
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
7:00 a.m. to 5:00 p.m. (Central Time) Saturday

We must hear from you no later than sixty (60) days after we sent or made available to you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- 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.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time 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 ten (10) Business Days, we may not provisionally credit your account. If at the conclusion of the investigation we determine there was no error, we reserve the right to and you agree that we may reverse any provisional credit granted you and deduct such amount from any account you have with us. We will not be liable to you or anyone else for the dishonor of any check, any debit transaction or any costs, fees or expenses incurred by you as the result of our exercising our right to reverse any provisional credit.

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 twenty (20) days to provisionally credit your account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation, and we reserve the right to and you agree that we may reverse any provisional credit granted you and deduct such amount from any account you have with us. Again, we will not be liable to you or anyone else for the dishonor of any check, any debit transaction or any costs, fees or expenses incurred by you as the result of our exercising our right to reverse any provisional credit.

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

2.6 BUSINESS DAYS

For purposes of this Agreement, a "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

2.7 CONFIDENTIALITY

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

- Where it is necessary for completing transactions; Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or biller;
- In order to comply with a governmental agency or court orders; or, 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 the Services.

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 a statement at least quarterly. See also Section 5 below regarding Additional Terms and Conditions for Online Statements.

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 (Notice of Errors or Questions About Your Electronic Transfers) above or write us at the address indicated in Section 2.5 above in time for us to receive your request three (3) 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 the lesser of (a) fourteen (14) days after you call and (b), but in no event less than three (3) Business Days before the payment is scheduled to be made. 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. See Section 2.3 (Fees for Electronic Transfers) above for how you can 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 OUR 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, we will be liable for your losses or damages. However, there are some exceptions, including, but not limited to those listed below, under which we will not be liable to you, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would exceed the credit limit on your overdraft line.
- If the Services were not working properly and you knew about the breakdown when you started the transfer.
- 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.
- If we have reason to believe your Credentials have been compromised or a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous or illegal.
- If you have exceeded any transfer frequency or amount limitations, if any, set forth in the Account Information Statement.
- If making a transfer would cause us to violate any law, rule, or regulation to which we are subject.
- If circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If your Personal Devices and Software (defined in Section 3.2 (Use of the Services) below), telephone, Internet Service provider, telephone line, cable line, fiber optic line, satellite connection, modem, router or any other computer software or hardware fails to perform or if there are technical or editorial errors or omissions contained in any instructions pertaining to any of the foregoing.

There may be other exceptions set forth in other agreements we have with you applicable to the account from which the transfer was to be made, or as otherwise provided by applicable law.

2.11 PERIODIC STATEMENTS

Subject to Section 5 (Additional Terms and Conditions for Online Statements) below, 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. See also Section 5 below regarding Additional Terms and Conditions for Online Statements.

2.12 ACTS AND OMISSIONS OF OTHERS

Except as may otherwise be provided in this Agreement, we are not responsible for the acts or omissions of others.

3. GENERAL TERMS AND CONDITIONS FOR THE 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 Site. You may use the Services to access bank account information and make such other online banking transactions as are more fully described on the Site. Please see Section 3.12 (Modification or Amendment of the Services; Notices to You) below regarding our rights to modify 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 Site. You also accept responsibility for making sure that you know how to properly use your mobile device, tablet, laptop, personal computer, computer equipment, any software installed on the foregoing devices, including, but not limited to, Internet browser software, mobile software applications and any personal financial management software (collectively, “Personal Devices and Software”), which you use. We may change or upgrade the Services or the appearance, operation or address of the Site 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 Personal Devices and Software, including but not limited to, losses resulting from malicious software or codes affecting or resident on your Personal Devices and Software or caused through remote access of your Personal Devices and Software by unauthorized third parties who steal your Credentials and/or otherwise infiltrate your Personal Devices and Software.

3.3 LIMITATION ON FREQUENCY AND NUMBER OF TRANSACTIONS

Except as may be set forth in the Account Information Statement or as may be set forth below in the Additional Terms for a specific Service, 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 without notice to you.

3.4 LIMITATION ON DOLLAR AMOUNT FOR TRANSACTIONS

Except as may be set forth in the Account Information Statement or as may be set forth below in the Additional Terms for a specific Service, 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, including, but not limited to, fees, expenses and

costs incurred by you, 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 as defined in Section 2.6 (Business Days) above. 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, including, but not limited to, fees, expenses and costs incurred by you, 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 and absolute 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 for any losses, including, but not limited to, fees, expenses and costs incurred by 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 Site 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 Site (currently, <https://www.bancorpsouth.com/information-security-center>). The main security measures guarding your use of the Services are the security code feature of the Services (currently, a combination of your User ID and password) and protecting your Personal Devices and Software from malicious software and codes. You agree to keep your Credentials secret. You agree to change your password at least once every 90 days. You agree to keep your Credentials secure, to install the latest updates for your Personal Devices and Software and to run up-to-date anti-virus software. We will not be liable for any losses, including, but not limited to, fees, expenses and costs incurred by you, resulting from use of your Credentials or Personal Devices and Software 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 session and close your browser or mobile application to ensure confidentiality.

3.10 CHARGES FOR THE SERVICES

You agree to pay for the Services in accordance with fees outlined in the Account Information Statement that can be found on the website. We may amend the Account Information Statement and the Services fees. See Section 2.3 (Fees for Electronic Transfers) above for how you can obtain the current 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 or terminate (as set forth in Section 3.13 (Termination of the Services) below) your use of the Services without prior notice to you. In the event of such suspension or termination, 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 or termination of your use of the Services does not cancel or suspend transactions which are then outstanding.

3.12 MODIFICATION OR AMENDMENT OF THE SERVICES; NOTICES TO YOU

This Agreement, the Account Information Statement, applicable fees and service charges and any online instructions regarding the Services may be modified or amended by us, and only by us, from time to time. In such event, we will provide notice to you if required. Any use by you of the Services after we provide you a notice of change, if required, 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 Online Banking Services does not cancel payment transactions which are then outstanding. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

3.14 COLLECTION COSTS; CONFLICT WITH DEPOSIT ACCOUNT AGREEMENT AND NO ASSIGNMENT BY YOU

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. See also Section 3.17 (Failed or Returned Payment Instructions) below for expenses and costs that may be charged by our Service Providers and their third-party contractors. You may not assign this Agreement to any other party.

3.15 INFORMATION AUTHORIZATION

Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policies (defined in Section 3.23 (Your Privacy) below), you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. Mobile Subscriber Information. You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. Device Data. We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include, but are not limited to, identifying and blocking access to the applicable service or Site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management

and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

3.16 FAILED OR RETURNED PAYMENT INSTRUCTIONS

In using the Services, you are requesting that we or our Service Providers attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your Account Information Statement (including as disclosed on the Site) or the Account Agreement. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

3.17 PROHIBITED PAYMENTS

The following types of payments are prohibited through the Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 3.18 below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to

consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above of any violations of this Agreement.

3.18 ACCEPTABLE USE

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Services, regardless of the purpose of the use, and for all communications you send through the Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Services for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Services or the portion of the Site through which the Services are offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Services,

or interfere or attempt to interfere, with the Site or the Services; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above of any violations of this Agreement.

3.19 PAYMENT METHODS AND AMOUNTS

There may be limits on the amount of money you can send or receive through our Services. Your limits may be adjusted from time-to-time in our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Providers also reserve the right to select the method in which to remit funds on your behalf through the Services, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

3.20 SERVICE PROVIDERS

We are offering you the Services through one or more Service Providers that we have engaged to render some or all of the Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Services to you, we are the sole party liable to you for any payments or transfers conducted using the Services and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in Section 3.34 (Definitions) below. Other defined terms are also present in other sections of this Agreement.

3.21 TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM (“ATDS”), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policies for more information.

3.22 RECEIPTS AND TRANSACTION HISTORY

You may view your transaction history by logging into the Services and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

3.23 YOUR PRIVACY

Protecting your privacy is very important to us. Please review our Privacy Policies (currently found at <https://www.bancorpsouth.com/privacy-policies>) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

3.24 PRIVACY OF OTHERS

If you receive information about another person through the Services, you agree to keep the information confidential and only use it in connection with the Services.

3.25 TAXES

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

3.26 INTELLECTUAL PROPERTY

All other marks and logos related to the Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Services or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Services, the portion of the Site through which the Services is offered, the technology related to the Site and Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Services shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

3.27 PASSWORD AND SECURITY

If you are issued or create Credentials to access the Services or the portion of the Site through which the Services are offered, you agree not to give or make available Credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such Credentials. If you believe that your Credentials have been lost or stolen or that someone may attempt to use them to access the Site or Services without your consent, you must inform us at once at the telephone number provided in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above. See also Section 2.4 (Customer's Liability) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

3.28 REMEDIES

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse

to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Services for any reason or no reason and at any time. The remedies contained in this section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

3.29 INDEMNIFICATION

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

3.30 RELEASE

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if not known by the creditor must have materially affected the creditor's settlement with the debtor.

3.31 NO WAIVER

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. 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.

3.32 EXCLUSIONS OF WARRANTIES

THE SITE AND SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

3.33 LIMITATION OF LIABILITY

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICES AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICES MAY BE DELAYED, INTERRUPTED OR

DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICES OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING, IF APPLICABLE, AS DESCRIBED IN THE ACCOUNT AGREEMENT WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

3.34 DEFINITIONS

- a. "ACH Network" means the funds transfer system governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- d. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

- e. “Payment Network” means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- f. “Service Provider” means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.
- g. “Site” means our online banking site (currently, www.bancorpsouth.com) or mobile applications supported by us.

4. ADDITIONAL TERMS AND CONDITIONS FOR BILL PAYMENT SERVICE

4.1 DESCRIPTION OF BILL PAYMENT SERVICE

The term “Bill Payment Terms” means these Additional Terms and Conditions for Bill Payment Service. The bill payment service (for purposes of Agreement, the “Bill Payment Service”) enables you to receive, view, and pay bills from the Site.

4.2 PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Bill Payment Service is offered when you are scheduling the payment. Therefore, the Bill Payment 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. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

4.3 THE BILL PAYMENT SERVICE GUARANTEE

Due to circumstances beyond the control of the Bill Payment Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Bill Payment Service will bear responsibility for any 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 Section 4.2 (Payment Scheduling).

4.4 PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Bill Payment Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Payment Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Payment Service receives a Payment Instruction, you authorize the Bill Payment Service to debit your Eligible Transaction 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. You also authorize the Bill Payment Service to credit your Eligible Transaction Account for payments returned to the Bill Payment Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Payment Service.

The Bill Payment Service will attempt to make all your payments properly. However, the Bill Payment Service shall incur no liability and any Service Guarantee (as described in Section 4.3 of the Bill Payment Terms) shall be void if the Bill Payment Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of the Bill Payment Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- b. The payment processing center is not working properly and you know or have been advised by the Bill Payment Service about the malfunction before you execute the transaction;
- c. You have not provided the Bill Payment Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- d. Circumstances beyond control of the Bill Payment Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Payment Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Bill Payment Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Bill Payment Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

4.5 PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Bill Payment Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

4.6 STOP PAYMENT REQUESTS

The Bill Payment Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Payment Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Bill Payment Service in the manner set forth in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above. Although the Bill Payment Service will attempt to accommodate your request, the Bill

Payment Service will have no liability for failing to do so. The Service 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 out in the applicable fee schedule.

4.7 EXCEPTION PAYMENTS REQUESTS

Exception Payments may be scheduled through the Bill Payment Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Bill Payment Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 4.3) does not apply to Exception Payments.

4.8 BILL DELIVERY AND PRESENTMENT

The Bill Payment Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

- a. Presentation of electronic bills. You will receive electronic bills from a Biller only if both: (a) you have designated it in the Bill Payment Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Bill Payment Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Bill Payment Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Bill Payment Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Bill Payment Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- b. Paper Copies of electronic bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- c. Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Bill Payment Service’s records and the Biller’s records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.

- d. Information held by the Biller. We are unable to update or change your personal information held by the Biller such as, but not limited to, name, address, phone numbers and email addresses. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. 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 for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
- e. Activation. We will 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. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- f. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- g. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail 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 the Service 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.
- h. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe 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.
- i. 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.
- j. 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. Any discrepancies or disputes regarding the accuracy

of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

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

4.9 DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policies (as further described in Section 3.23 above, in addition to the circumstances set forth in Section 3.15 above (Information Authorization)):

- 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. To a consumer reporting agency for research purposes only;
- e. In order to comply with a governmental agency or court orders; or
- f. If you give us your written permission.

4.10 BILL PAYMENT SERVICE FEES AND ADDITIONAL CHARGES

You are responsible for paying all fees associated with your use of the Bill Payment Services. Applicable fees will be disclosed in the Account Information Statement, user interface for, or elsewhere within, the Bill Payment Services or Site. Any applicable fees will be charged regardless of whether the Bill Payment Service was used, except for fees that are specifically use-based. Use-based fees for the Bill Payment Services will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Bill Payment Services to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 3.16 above (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Bill Payment Services, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account. such fees, as described in this Section, and there are insufficient fees in the Billing Account.

4.11 BILLER LIMITATION

The Bill Payment Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Bill Payment Service will notify you promptly if it decides to refuse to pay a Biller designated by you as set forth in Section 3.17 (Prohibited Payments) above or an Exception Payment under this Agreement.

4.12 RETURNED PAYMENTS

In using the Bill Payment Service, you understand that Billers and/or the United States Postal Service may return payments to the Services for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bill Payment Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Bill Payment Service.

4.13 INFORMATION AUTHORIZATION

In addition to Section 3.15 (Information Authorization) above, you agree that the Bill Payment Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

4.14 BILL CAPTURE

The following Bill Capture terms and conditions in this Section 4.14 (Bill Capture) only apply to Bill Capture (as defined below). If Bill Capture is not available to you within our mobile banking application, then this Section 4.14 (Bill Capture) does not apply.

Your use of our mobile banking application may include the ability to add bill payment payees by utilizing your mobile phone to take pictures of your paper bills ("Bill Capture"). Once you take the picture, Bill Capture extracts and prefills Biller information such as the name, address and account number of the Biller into our mobile banking app for use with the Bill Payment Service, or matches the bill to an existing Biller and prefills the amount due and due date. Bill Capture is subject to the following terms:

- a. You shall use Bill Capture only for your own use in accordance with the terms of this Agreement;
- b. We do not guarantee that your mobile device will be compatible with Bill Capture; and
- c. You bear sole responsibility for confirming that the information captured by Bill Capture matches the information on the applicable bill pay stub, and in no event will we be liable for any results from your use of extracted data from Bill Capture with the Bill Payment Services, including, without limitation, any late fees for payments sent to an improper Biller or improper account.

4.15 DEFINITIONS

"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.

"Billing Account" is the checking account from which all Bill Payment Service fees will be automatically debited.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is defined in Section 3.34 (Definitions) above, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

“Exception Payments” means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

“Payment Instruction” is defined in Section 3.34 (Definitions) above, and is further defined as the information provided by you to the Bill Payment Service 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).

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

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

5. ADDITIONAL TERMS AND CONDITIONS FOR ONLINE STATEMENTS

By enrolling in the Services, you are automatically enrolled in our online statement service. This means we will provide in an electronic (PDF) form account statements and other documentation (each an “Online Statement” and collectively, “Online Statements”) which would otherwise be mailed to you in paper form or emailed to you. Online Statements are available for checking and savings accounts only. Online Statements are not available for Certificate of Deposit accounts and individual retirement accounts (IRAs) since these accounts are not periodic statement accounts. Savings accounts already included in combined statement with your checking account are excluded from Online Statements.

Online Statement delivery is subject to the following additional 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 our 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 us of any problems relating to your Online Statements, including problems relating to your ability to access Online Statements. We may provide you with an email notification of Online Statements availability to the email address provided by you to us. Such email notices will be sent from the email address Estatements@bxs.com. As a condition of your receiving Online Statements, we will periodically require you to update your email address information.
- c. You acknowledge and understand that your enrollment will be effective upon your enrollment date with the Services and for all periods following your election on an ongoing basis unless and until you cancel your election by providing notice to us via the methods provided above in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers). Upon receipt of your cancellation notice and a reasonable opportunity to act on it, we 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 Account Information Statement as amended from time to time. We may modify or terminate the Online Statement services at any time.

- d. You acknowledge and understand that Online Statements may be an eligibility option for certain BancorpSouth 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.
- e. Online Statements will remain available for a period of up to eighteen (18) calendar months from initial posting date, which period may be modified at any time by us in our sole and absolute discretion. For your recordkeeping purposes beyond eighteen (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.

6. ADDITIONAL TERMS AND CONDITIONS FOR IDENTITY VERIFICATION ALERTS

We offer customers with mobile access the ability to authenticate their identity over Short Message Service (“SMS”) (“Identity Verification Alert Program”). Enrollment requires identification of and our confirmation of your banking relationship as well as you providing us with a mobile phone number. The mobile phone number’s verification is completed by you receiving an SMS message with a verification code which you will have to enter on the Site. Once enrolled, your participation in SMS Mobile Banking Service will be ongoing and message and data rates may apply. Customers can select either a voice or SMS option for receipt of an identity verification code. If you have questions, you can contact us at 888-797-7711. By participating in our Identity Verification Alert Program, you are agreeing to the terms and conditions of this Agreement, including, but not limited to, Section 3.15 (Information Authorization).

7. GENERAL TERMS AND CONDITIONS FOR SMS MOBILE BANKING SERVICE

7.1 SHORT MESSAGE SERVICE (“SMS”) BANKING SERVICE ALSO KNOWN AS “TEXT BANKING”

We offer customers with mobile access the ability to review their account information (e.g., for checking balances and last transactions) and to transfer money between your accounts with us over SMS (“SMS Mobile Banking Service”). Enrollment requires identification of and confirmation by us of your banking relationship as well as you providing us with a mobile phone number. The mobile phone number’s verification is completed by you receiving an SMS message with a verification code which you will have to enter on the Site. Once enrolled, your participation in SMS Mobile Banking Service will be ongoing and message and data rates may apply. Customers may opt out of SMS Mobile Banking Service 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.

To stop SMS Mobile Banking Service: To stop the messages from coming to your phone, you can opt out of SMS Mobile Banking Service 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.

By participating in SMS Mobile Banking Service, you are agreeing to the terms and conditions of this Agreement, including, but not limited to, Section 3.15 (Information Authorization).

7.2 DESCRIPTION OF SERVICES

SMS Mobile Banking Service 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) 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 SMS Mobile Banking Service at any time. We reserve the right to refuse to make any transaction you request through SMS Mobile Banking. You agree and understand that SMS Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. All Services are not available in the SMS Mobile Banking Service. The most up-to-date list of Services which you may be able to access through the SMS Mobile Banking Service is posted on the SMS Mobile Banking registration and management website at www.bancorpsouth.com. When you register for SMS Mobile Banking Service, designated accounts and payees (or billers) linked to your Credentials through the Services will be accessible through the SMS Mobile Banking Service. The Mobile Remote Deposit Capture Service (MRDC) may be available once registration is complete.

7.3 USE OF SERVICES

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

7.4 RELATIONSHIP TO OTHER AGREEMENTS

You agree that when you use SMS Mobile Banking Service, 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, and you agree 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 SMS Mobile Banking Service (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with SMS Mobile Banking Service, including while downloading the software necessary to utilize SMS Mobile Banking Service (the “Software”), receiving or sending SMS Mobile

Banking Service text messages, or other use of your Personal Device and Software when using the Software or other products and services provided by SMS Mobile Banking Service), 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 SMS Mobile Banking Service, you will contact us at 1-888-797-7711.

7.5 YOUR OBLIGATIONS

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

- a. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via SMS Mobile Banking Service. You represent and agree that all information you provide to us in connection with SMS Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating SMS Mobile Banking Service. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- b. User Conduct. You agree not to use SMS Mobile Banking Service or the content or information delivered through SMS Mobile Banking Service 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 SMS Mobile Banking Service 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 SMS Mobile Banking Service; (i) interfere with or disrupt the use of SMS Mobile Banking Service by any other user; or (j) use SMS Mobile Banking Service in such a manner as to gain unauthorized entry or access to the computer systems of others.
- c. 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 SMS Mobile Banking Service, 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 SMS Mobile Banking Service in accordance with the Account Information Statement and which is available on our website. You authorize us to automatically charge your account for all such fees incurred in connection with the SMS Mobile Banking Service. In the future, we may add to or enhance the features of SMS Mobile Banking Service. By using such added or enhanced features, you agree to pay for them in accordance with the Account Information Statement.

7.7 SMS MOBILE BANKING SERVICE LIMITATION

Neither we nor our service providers can foresee or anticipate technical or other difficulties related to SMS Mobile Banking Service. These difficulties may result in loss of data, personalization settings or other SMS Mobile Banking Service 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 the SMS Mobile Banking Service. 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 the SMS Mobile Banking Service. You agree to exercise caution when utilizing the SMS Mobile Banking Service application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown in the SMS Mobile Banking Service reflects the most recent account information available through the SMS Mobile Banking Service, 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 the SMS Mobile Banking Service by calling us at 1-888-797-7711. We reserve the right to change or cancel the SMS Mobile Banking Service at any time without notice. We may also suspend or terminate your access to SMS Mobile Banking Service at any time without notice and for any reason, including but not limited to, your non-use of SMS Mobile Banking Service. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of the SMS Mobile Banking Service.

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 (Relation to Other Agreements) and 7.5 (Your Obligations) 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.

8. ADDITIONAL TERMS AND CONDITIONS FOR MOBILE REMOTE DEPOSIT CAPTURE SERVICE

Mobile Remote Deposit Capture (MRDC) Service is an optional service that provides you with a process to use certain 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 Transaction Account selected for access in the MRDC Service. The MRDC Service is subject to the terms and conditions set forth in this Agreement. You agree that no MRDC Service 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 we are 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" has the meaning set forth in Section 2.6 above.

"Check" means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection or return, including a substitute check and a travelers check; and (B) does not include a noncash item or an item payable in a medium other than United States dollars.

"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 us 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 us, including, but not limited to, any claim against us 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 Transaction 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 (Mobile Remote Capture and Transmission of Checks) below, or (iii) an image failing to satisfy the requirements of Section 8.3 (Technical Specifications) below.

8.2 MOBILE REMOTE CAPTURE AND TRANSMISSION OF CHECKS

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

8.3 TECHNICAL SPECIFICATIONS

Each Check captured and transmitted by you to us using the MRDC Service must strictly comply with and meet, in our sole and absolute discretion, 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. The MRDC Service is currently only available on certain iPhone, iPad and Android devices. Please refer to our website (www.bancorsouth.com) for the most current device information.

8.4 CHANGE OF TECHNICAL SPECIFICATIONS

The technical specifications prescribed under Section 8.3 (Technical Specifications) above may be modified, superseded or replaced by us at any time without prior notice to you.

8.5 TIMELINESS

Mobile deposit transactions made before 8:00 P.M. Central Time on Business Days are normally available within two Business Days. Transactions received after 8:00 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, in our sole and absolute discretion.

8.6 DEPOSIT ACCOUNT(S)

All Checks captured and transmitted to us by you and accepted by us shall be deposited to the Eligible Transaction Account designated by you at the time of the MRDC request.

8.7 TRANSACTION LIMITS

Transaction and deposit limits, if any, are set forth in the Account Information Statement. We reserve the right to modify deposit limits, transaction limits or restrict the use of the MRDC Service from time to time without notice to you. Exceptions to standard MRDC deposit limits may be granted by us based on factors such as creditworthiness, the length and extent of your relationship with us, transaction and experience information and such other factors we deem relevant, in our sole and absolute discretion.

8.8 FEES

You agree to pay for all MRDC Services in accordance with the Account Information Statement. See Section 2.3 (Fees for Electronic Transfers) above for how you can obtain the current Account Information Statement. You authorize us to automatically charge your account for all such fees incurred in connection with MRDC Services. In the future, we may add to or enhance the features of MRDC Services. By using such added or enhanced features, you agree to pay for them in accordance with the Account Information Statement as amended from time to time. Check deposit fees (when applicable) may be avoided by making your deposit at any of our branches during regular business hours.

8.9 REJECTION OF DEPOSIT TRANSACTIONS

We may reject any MRDC transaction transmission which does not strictly comply with the technical specifications prescribed under Section 8.3 (Technical Specifications) above or which exceeds any transaction limit prescribed under Section 8.7 (Transaction Limits) above. It shall be your sole responsibility to redeposit such rejected transaction. We shall have no liability for any losses incurred by you, including, but not limited to, costs, fees or expenses incurred by you, for rejection of MRDC 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 above, our 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 us, in whole or in part, in our sole and absolute discretion. We shall have no liability for any losses incurred by you, including, but not limited to, costs, fees or expenses incurred by you, for rejection of Unacceptable Checks. Unacceptable Checks, if acceptable for deposit at all, must be deposited by you by conventional means, preferably at one of our branches during normal business hours or by certified, registered or otherwise traceable mail addressed to:

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

Items sent by certified, registered or otherwise traceable mail must be endorsed and accompanied by a properly-completed deposit ticket, all in accordance with the Account Agreement governing the deposit account(s) identified in Section 8.6 (Deposit Accounts) above, as such agreement may be amended by us 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 one of our branches during normal business hours.

8.11 DEPOSIT

You acknowledge and agree that neither mere MRDC submission of a Check to us nor our acknowledgment of receipt of such transaction submission shall constitute deposit of any such Check. No Check MRDC transaction submitted to us shall be deemed to be deposited with us until the file containing such image has been imported, captured, and balanced by us on our image processing system. All deposits made by you pursuant to this Agreement are deemed made at Tupelo, Mississippi, and are governed by the Account Agreement as may be amended by us 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 us for not less than 30 days and shall make such originals available to us 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 Transaction 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 the MRDC Service. We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. See Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above regarding the manner in which you should provide notice. See also Section 2.4 (Customer’s Liability) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers. 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 the MRDC Service.

8.15 YOUR REPRESENTATIONS AND WARRANTIES TO US; INDEMNIFICATION

The transmission of any image of a Check to us 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 the MRDC Service 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 Services 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 Services, 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 THE MRDC SERVICE, AND/OR OUR PROVISION OF THE MRDC SERVICE TO YOU. YOUR AGREEMENT TO INDEMNIFY US AND HOLD US HARMLESS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.**

9. ADDITIONAL TERMS AND CONDITIONS FOR ACCOUNT TO ACCOUNT TRANSFERS

9.1 DESCRIPTION OF SERVICE, AUTHORIZATION AND PROCESSING

- a. The term “Transfer Money Terms” means these Account to Account Transfers Additional Terms. The Account to Account Transfer Service (for purposes of these Transfer Money Terms as they apply to these Transfer Money Terms, the “Transfer Service”) enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9.5 (Service Fees and Additional Charges) below; or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9.5 (Service Fees and Additional Charges) below. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 2. The Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 3. The transfer is refused as described in Section 9.6 (Refused Transfers) below;

4. You have not provided us with the correct information, including, but not limited to, the correct Eligible Transaction Account or External Account information; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

9.2 TRANSFER METHODS AND AMOUNTS

Section 3.19 (Payment Methods and Amounts) above applies to the Transfer Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

9.3 TRANSFER CANCELLATION REQUESTS AND REFUSED TRANSFERS

You may cancel a transfer at any time until it begins processing (as shown in the Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

9.4 STOP PAYMENT REQUESTS

If you desire to stop any transfer that has already been processed, you must contact customer care for the Transfer Service pursuant to Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above. Although we will make a reasonable 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 request will be the current charge for such service as set out in the applicable fee schedule.

9.5 SERVICE FEES AND ADDITIONAL CHARGES

You are responsible for paying all fees associated with your use of the Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Transfer Service or Site. Any applicable fees will be charged regardless of whether the Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Transfer Service. Any

financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 3.16 (Failed Or Returned Payment Instructions) above applies if you do not pay our fees and charges for the Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 3.16 (Failed Or Returned Payment Instructions) above should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

9.6 REFUSED TRANSFERS

We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

9.7 RETURNED TRANSFERS

In using the Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

9.8 DEFINITIONS

“Account” means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

“Eligible Transaction Account” is as defined in Section 3.34 (Definitions) above, except that it shall be limited to a checking, money market or savings account that you hold with us.

“External Account” is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

“Transfer Instruction” is a specific Payment Instruction (as defined in Section 3.34 (Definitions) above) that you provide to the Transfer Service for a transfer of funds.

10. ADDITIONAL TERMS FOR ZELLE AND OTHER PAYMENT SERVICES

10.1 DESCRIPTION OF SERVICES

- a. We have partnered with the Zelle Network® (“Zelle”) to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers (“Zelle Payment Service,” as further described below). Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM

YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term “Zelle and Other Payment Terms” means these Zelle and Other Payment Services Additional Terms.

- b. In addition to the Zelle Payment Service, we provide other payment services under these Zelle and Other Payment Services Additional Terms. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle. Second, outside Zelle, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside Zelle, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle and Other Payment Terms are referred to as “Other Payment Services” in these Zelle and Other Payment Terms. Although future-dated payments and recurring payments are outside Zelle, we may ultimately send those transactions via Zelle when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle Payment Service, not the Other Payment Services. The term “Zelle and Other Payment Services” means the Zelle Payment Service and the Other Payment Services.
- c. The Zelle and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the Zelle mobile handset application (“Zelle Standalone Locations”) and if you choose to initiate or receive a payment at a Zelle Standalone Location 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 Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle and Other Payment Services are generally available twenty-four (24) hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle’s control. Live customer service generally will be available on the days and times specified in Section 2.5 (2.5 Notice of Errors or Questions About Your Electronic Transfers).
- d. The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that

may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle and Other Payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

10.2 PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

- a. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 3.17 (Prohibited Payments) above, you agree that you will not use the Zelle and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle and Other Payment Services to request money from anyone for any such payments. The Zelle and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.
- b. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Zelle and Other Payment Services with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User's initiation or at your request, subject to the conditions of Section 10.5 (Requesting Payments) below. If at any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of eighteen (18) consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again. When you enroll with Zelle, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you

may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with names and mobile telephone numbers, email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

- c. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 2. The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 3. The payment is refused as described in Section 10.6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below;
 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and

address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

10.3 SENDING PAYMENTS

- a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in Zelle. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with Zelle, either in the Zelle Standalone Locations (defined in Section 10.1(b) of these Zelle and Other Payment Terms) or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section 10.6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle. Via the Other Payment Services (defined in Section 10.1(b) of these Zelle and Other Payment Terms), you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.
- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial

Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a “Two-Step Transfer”). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver regarding enrollment in Zelle and receipt of payment. If the Receiver has already enrolled in *Zelle*, then the Receiver will receive a message regarding your payment.

- c. Via the Other Payment Services (defined in Section 10.1(b) of these Zelle and Other Payment Terms), we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via *Zelle*. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 2.5 (Notice of Errors and Questions About Your Electronic Transfers).
- d. In most cases, when you are sending money to another User using the Zelle Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either via a Zelle Standalone Location (defined in Section 1(b) of these Zelle and Other Payment Terms) or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those Zelle Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early

as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in *Zelle*. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

- f. As to Recipients who have not yet enrolled with *Zelle*, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

10.4 RECEIVING PAYMENTS

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution Customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Zelle Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 10.6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the

procedures of the business or government agency that is sending you the payment.

- b. For the Zelle Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.
- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

10.5 REQUESTING PAYMENTS

You may request money from another User through a Zelle Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a Zelle Payment Request, or that you will receive the amount that you request. Neither we nor *Zelle* accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between

the Requestor and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

10.6 PAYMENT CANCELLATION, STOP PAYMENT REQUESTS AND REFUSED PAYMENTS FOR OTHER PAYMENT SERVICES

Zelle Payment Service payments can only be cancelled in the limited circumstances set forth in Section 10.3(a) (Sending Payments) above. This Section only applies to the Other Payment Services, not Zelle Payment Services. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

10.7 CONSENT TO EMAILS AND AUTOMATED TEXT MESSAGES

Section 3.21 (Text Messages, Calls and/or Emails to You) above does not apply to Zelle Payment Services. By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described these Zelle and Other Payment Terms. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without

limitation for short message service. Please check your mobile service agreement for details or applicable fees.

- b. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 1-888-797-7711. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- g. Your phone service provider is not the provider of the Zelle and Other Payment Services. Users of the Zelle Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

10.8 SERVICE FEES AND ADDITIONAL CHARGES

You are responsible for paying all fees associated with your use of the Zelle and Other Payment Services. Applicable fees will be disclosed in the Account Information Statement, user interface for, or elsewhere within, the Zelle and Other Payment Services or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Zelle Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 3.16 (Failed Or Returned Payment Instructions) above applies if you do not pay our fees and charges for the Zelle and Other Payment Service, including without limitation if we debit the Eligible

Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

10.9 REFUSED PAYMENTS

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

10.10 RETURNED PAYMENTS

In using the Zelle and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in *Zelle*. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle Payment Service.

10.11 CONSENT TO SHARE PERSONAL INFORMATION (INCLUDING ACCOUNT INFORMATION)

In addition to 3.15 (Information Authorization) above, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) to *Zelle*, other Network Financial Institutions and other third parties for the purposes permitted in the Zelle Network[®] Participation Rules in accordance with its customary processes and procedures, and as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account, or debit card, as applicable;
- c. To comply with government agency or court orders;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the terms of our Privacy Policies.

10.12 WIRELESS OPERATOR DATA

In addition to Section 3.15 (Information Authorization) above, you acknowledge that we or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other

branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policies (Section 3.23 (Your Privacy) above) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

10.13 LIABILITY

Subject to our obligations under applicable laws and regulations, neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Zelle Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

10.14 DISCLAIMER OF WARRANTIES

Section 3.32 (Exclusions of Warranties) above does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. *ZELLE* DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

10.15 LIMITATION OF LIABILITY

Section 3.33 (Limitation of Liability) above does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR *ZELLE* HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE

DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.

10.16 INDEMNIFICATION

Section 3.29 (Indemnification) above does not apply to Zelle Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.

10.17 USE OF OUR ONLINE BANKING SITE AND/OR MOBILE APP

You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

10.18 DEFINITIONS

“Network Financial Institutions” means financial institutions that have partnered with *Zelle*.

“Receiver” is a person or business entity that is sent a Payment Instruction through the Zelle and Other Payment Services.

“Requestor” is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.

“Sender” is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.

“User” means you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle.

“Zelle Payment Request” means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

11. GENERAL TERMS AND CONDITIONS FOR SPENDING

11.1 DEFINITIONS

The following definitions apply with respect to Spending:

“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 Spending, together with information that we create or compile about your use of Spending or that relates to your use of Spending.

“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 Spending.

11.2 DESCRIPTION OF SERVICE

Spending 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. Subject to the terms and conditions of this Agreement, you may use Spending to retrieve information maintained online by third party financial institutions with which you have customer relationships. Spending is not intended to provide legal, tax, or financial advice, and in providing Spending, 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 Spending.

11.3 ACCESS TO YOUR THIRD PARTY ACCOUNTS

When you use Spending 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 Spending. 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 Spending in connection with that Third Party Account. You may not use Spending 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 Spending, 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 Spending, 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 Spending 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 Spending 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 Spending 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 Spending 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 Spending, and we reserve the right to qualify or disqualify any types of Third Party Accounts that may be eligible for Spending in our sole and absolute 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 Spending.