

TERMS AND CONDITIONS FOR ONLINE BANKING SERVICES REGULATION E DISCLOSURES

BancorpSouth Online Banking Services Disclosure and Customer Agreement Pursuant to Electronic Funds Transfer Act and Regulation E

The purpose of the Agreement is to define the rights and duties between the customer ("you" and "your") and BancorpSouth ("we", "our" and "us") in connection with our online electronic interactive transaction processing services (the "Services") and to make certain disclosures pertaining to the Services which are required by law.

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 Internet Web site (currently, www.bancorpsouth.com). You may use the Services to:

- (1) Make payments to merchants who have previously consented to accept payments through our service.
- (2) Access bank account information and make such other online banking transactions as are more fully described on our Web site.

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

You may not use the Services to pay taxes, court-ordered payments or anything else to any governmental entity. We reserve the right to refuse to make any payment or transfer you request.

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 our Web site, including, but not limited to, the Online Banking User Guide page on our Web site. You also accept responsibility for making sure that you know how to properly use your computer equipment, your Internet browser software, and any personal financial management software which you use. We may change or upgrade the Services or the appearance or operation of our Web 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 your computer equipment.

Limitation on Frequency and Amount of Transactions

There are no limits set. We reserve the right to establish limitations in the future.

Your Account

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

Joint Accounts

If the accounts you have designated for access through the Services include both joint accounts

and accounts which are in your name only, then the other customer(s) on the joint account will have access to all accounts designated, including the accounts which are in your name only. By designating for inclusion in the services both joint accounts and accounts which are in your name only, you consent to such access and you ratify all transactions which the other customer(s) make on accounts which are in your name only, just as if the other customer(s) were authorized signers or makers on accounts which are in your name only.

Payment Dates and Business Days

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

Processing Methods

To facilitate delivery of funds, you authorize us and anyone acting for us, including our third-party servicers, to choose whatever method for processing your transaction which we, in our sole discretion, deem to be the most effective. Subject to your proper use of the Services, we will deliver funds to your targeted merchant as close as reasonably possible to the payment date designated.

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 probably means that something is wrong with the transaction. We will not be liable to you in connection with any transaction or attempted transaction for which you do not receive a confirmation number.

Security Precautions

You agree to read all notices posted on our Web site regarding security, including, but not limited to, the Online Banking Security Overview page, before you actually use the Services. By using the Services, you agree to the sufficiency of the security precautions as described on our Web site. The main security device guarding your use of the services is the security code feature of the Services (currently, a combination of your social security number and a PIN code). You agree to keep your security code secret. We will not be liable for any losses resulting from your permitting other persons to use your security code.

Your Liability for Unauthorized Transactions

Tell us AT ONCE if you believe your security code has been lost, stolen or used without your authorization. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). If you tell us within 2 business days, you can lose no more than \$50.00 if someone used the Services with your security code without your permission. If you do NOT tell us within 2 business days after you learn of the loss, theft or unauthorized use of your security code and we can prove we could have stopped someone from using the Services without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from making the transfer if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods to a reasonable time.

Your Liability for Transactions Paid in Overdraft

In the event that we process a payment transaction for which there are insufficient funds in your account, then you agree to reimburse us for the payment within fourteen (14) days of our request to you for such reimbursement.

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 according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

- (1) If through no fault of ours, you do not have enough money in your account to make the transfer, or
- (2) If the transfer would go over the credit limit on your overdraft line, if you have one, or
- (3) If the Services were not working properly and you knew about it when YOU started the transfer, or
- (4) If circumstances beyond our control (such as fire, flood, weather or other emergency) prevented the transfer, despite reasonable precautions that we have taken, or
- (5) If the funds in your account are subject to legal process or other encumbrances restricting the transfer, or
- (6) If we are holding uncollected funds in your account and the transfer would require the use of those funds, or
- (7) If another person or entity which is supposed to initiate the transfer, such as an insurance company or the Social Security Administration, fails to send to us the appropriate authority or information for the debit or credit, or
- (8) If the delivery of data from a Federal Reserve Bank is later than the opening of business of the effective date of a preauthorized transfer, or
- (9) If you sustain losses entirely caused by or attributable to third parties (such as telecommunications providers, merchants or our third-party servicer), or
- (10) If your computer software or hardware fails to perform or if there are technical or editorial errors or omissions contained in any instructions pertaining to the Services or your computer software or hardware, or
- (11) If the merchant mishandles or delays handling payments sent by us.

Charges for the Services

You agree to pay for the Services in accordance with our current fee schedule, and as amended

from time to time. You authorize us to automatically charge your account 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 fee schedule.

Periodic Statements

If your account is a checking account, you will get a monthly account statement. If your account is a savings account, you will get a statement at least semi-annually.

Procedure for Resolving Errors:

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

Toll-Free: 1-888-797-7711

Customer Service hours are:

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

Telephone or write us at the Customer Service center telephone number and address shown above 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.

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

- (1) Tell us your name and account number.
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

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

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation, and we will debit your account for the amount previously recredited to you for use during the time we took to complete our investigation. You may ask for copies of the document that we used in our investigation.

Disclosure of Account Information

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

- (1) Where it is necessary for completing transactions, or

(2) In order to verify the existence and condition of your account for a third party, such as a credit bureau, merchant or our third-party servicer, or

(3) In order to comply with government agency or court orders, or

(4) If you give us your written permission.

Your Right to Documentation of Transfers

(A) You will receive a confirmation number for individual transfers which you properly initiate through our Services.

(B) You will get a monthly account statement unless there are no electronic transfers in a particular month. In any case, you will get the statement at least semi-annually.

Suspension of the Services

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

Termination of the Services

We may terminate your use of the Services, in whole or in part, at any time and for any reason, without prior notice to you. You may cancel your use of the Services upon thirty (30) days prior notice to our Customer Service Center. You will remain responsible for all payment transactions which you have initiated through the Services prior to such cancellation and for all other fees incurred in connection with the Services. You acknowledge that cancellation of your use of the Services does not cancel payment transactions which are then outstanding.

Other Terms and Conditions

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

This agreement will be construed in accordance with the law of the state of your residence if you reside in a state in which we operate a branch office; otherwise, this Agreement will be construed in accordance with Mississippi law.

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

SERVICE DEFINITIONS

"Service" means the bill payment service offered by BancorpSouth Bank, through CheckFree Services Corporation.

"Agreement" means these terms and conditions of the bill payment service.

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

"Payment Instruction" is the information provided by you to the 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).

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

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

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

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

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

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

PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application 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.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the 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 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 the guidelines described under "Payment Scheduling" in this Agreement.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. 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 Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

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

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

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. 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.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The 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 Service. Although the Service will make every effort to accommodate your request, the 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.

PROHIBITED PAYMENTS

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

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

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

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting 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. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

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

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

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service 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.

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. The Service 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. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

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

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is 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 addressed with the Biller directly.

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

EXCLUSIONS OF WARRANTIES

THE SERVICE 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 1-888-797-7711 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have

stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 1-888-797-7711 during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:

BancorpSouth Bank
2910 West Jackson St
Tupelo, Mississippi 38801

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

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 ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;

3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

ADDRESS OR BANKING CHANGES

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

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 1-888-797-7711 during customer service hours; and/or
2. Write us at:

BancorpSouth Bank
2910 West Jackson St
Tupelo, Mississippi 38801

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

BILLER LIMITATION

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service 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 Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. **If your account was added online the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you in order to verify ownership of the Payment Account(s) and/or Billing Account.** Through your enrollment in the Service, you agree that the

Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the 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).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.