

BancorpSouth Bank

Mobile Banking Service Addendum to Terms and Conditions for Online Banking Services

This is an addendum to the Terms and Conditions for Online Banking Services and sets forth the additional terms and conditions for use of the Mobile Banking Services offered through BancorpSouth Bank ("we", "our", "us") by the customer ("you", "your"). Except where modified by this Addendum, the Terms and Conditions for Online Banking Services remain in effect. If there is a conflict between the Terms and Conditions for Online Banking Services and this Addendum, the terms in this Addendum will govern your use of the Mobile Banking Services.

I. ACCEPTANCE OF ADDENDUM.

A. Accepting this Addendum.

By clicking "I Agree" when you register for Mobile Banking Services, you agree to the terms and conditions of this Mobile Banking Service Addendum. Additionally, by using the Mobile Banking Services, you also agree to the terms and conditions of this Addendum.

B. Description of Services.

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

C. Use of Services.

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

D. Relationship to Other Agreements.

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

II. MOBILE BANKING SOFTWARE LICENSE AGREEMENT.

Subject to your compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Software to that new or different Wireless Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with Section 4(c) of this Addendum; (ii) your deletion of the Software from your Wireless Device; or (iii) written notice to you at any time, with or without cause. In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device. The provisions of Sections III and IV of this Addendum shall survive revocation of the License.

III. YOUR OBLIGATIONS.

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

1. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
2. **Proprietary Rights.** You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or

reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

3. **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

4. **No Commercial Use or Re-Sale.** You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

5. **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 attorneys fees) caused by or arising from your use of Mobile Banking, your violation of this Addendum or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

IV. CHARGES FOR THE SERVICE.

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

V. ADDITIONAL PROVISIONS.

A. Mobile Banking Service Limitations.

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

2. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access Mobile Banking.

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

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

B. Changes or Cancellation.

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

C. Third Party Beneficiary.

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