

# ***myTrustmark*<sup>®</sup> Mobile Deposit Terms & Conditions**

Trustmark<sup>™</sup> Bank *myTrustmark*<sup>®</sup> Mobile Deposit Addendum (“Addendum”) to the *myTrustmark* Agreement (“Agreement”)

In this Addendum, the words “you” and “your” refer to you as the person or business entity entering into this Addendum. The words “you” and “your” also include any authorized user using *myTrustmark* Mobile Deposit on your behalf. The words “we,” “us,” “our,” and “Trustmark” refer to Trustmark Bank.

Your use of the *myTrustmark* Mobile Deposit service (“Service”) is governed by the terms of the Agreement and this Addendum. This Addendum is subject to change from time to time at our sole discretion. If we make changes to this Addendum, we will update the Addendum on the *myTrustmark* Mobile App. We will notify you of changes as specified in the Agreement. Your continued use of the Service will indicate your consent to be bound by the revised Addendum.

Your enrollment in the Service constitutes your agreement with the terms of the Agreement and this Addendum. Trustmark reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service. Terms used herein, but not defined, shall have the meaning assigned to them in the Agreement. You acknowledge that you have read this Addendum and will retain a copy for your records. Other agreements you have entered into with Trustmark, including the Deposit Account Agreement and the *myTrustmark* Agreement, as applicable to your Trustmark account(s), are incorporated by reference and made a part of this Addendum.

A. **Description of the *myTrustmark* Mobile Deposit Service.** The Service enables you to use the *myTrustmark* mobile app and certain hardware (such as a smartphone, tablet or other mobile device) approved by us to make deposits to your checking, savings or money market accounts at Trustmark. The Service is designed to allow you to make deposits by: (i) creating electronic images of the front and back of certain Paper Items and (ii) transmitting those images and other information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing in accordance with this Addendum. “Paper Item” means an item that is in paper form. “Electronic Item” means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:

1. Create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the “Paying Bank”);

2. Include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
3. Present or post any Electronic Item for which we are the Paying Bank.

B. **Limitations of Service.** When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice to you. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

C. **Hardware and Software.** To use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Trustmark from time to time. Trustmark is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

D. **Fees.** The Service is provided at no charge to you. We may at our sole discretion, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at Trustmark from which fees for the Service will be debited (your “Billing Account”).

If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

E. **Eligibility.** We will determine whether you are eligible for the Service in our sole discretion. We may suspend or terminate your use of the Service at any time and without prior notice to you. If you violate the terms of the Service, then we also may use such actions as a basis to terminate your account relationship with us. In order to enroll in the Service, you must be designated as an authorized signer or owner of a Trustmark Account (the “Account”) that is eligible for this Service, and be approved by Trustmark.

F. **Conditions to Provision of the Service.** As conditions to Trustmark’s provision of the Service, you shall (a) maintain the Account in good standing, (b) subscribe to *myTrustmark* and (c) comply with such restrictions on the Service as we may communicate to you from time to time.

G. **Eligible items.** You agree to capture the image of and deposit only “checks” as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Trustmark shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. Trustmark at its sole discretion shall determine the eligibility of an item transmitted by you for deposit. Trustmark may change the requirements for eligibility from time to time without prior notice to you. You agree that you will not use the Service to scan and deposit any checks or other items as shown below which shall be considered ineligible:

- a. Checks or items payable to any person or entity other than you.
- b. Checks or items containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- c. Checks or items previously converted to a substitute check, as defined in Reg CC.
- d. Checks or items drawn on a financial institution located outside the United States.
- e. Checks or items that are remotely created checks, as defined in Reg CC.
- f. Checks or items not payable in United States currency.
- g. Savings bonds and food stamps.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks payable jointly, unless deposited into an account in the name of all payees.
- j. Cash.
- k. Checks that have been previously submitted through the Service or through a remote deposit capture offered at any other financial institution.
- l. Checks with any endorsement on the back other than that specified in this Addendum.
- m. Checks or items prohibited by Trustmark's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Trustmark Account.

H. **Image Quality.** The image of an item transmitted to Trustmark using the Service must be legible, as determined in the sole discretion of Trustmark. The image must contain the front and back of the item scanned and remotely deposited. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by Trustmark, American National Standard Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. You are solely responsible for the accuracy, completeness and authenticity of images. The image shall be of such quality that the following information can clearly be read by sight review:

- a. The amount of the item;
- b. The Payee;
- c. The Drawer's Signature;
- d. The Date of the item;
- e. The item serial number;
- f. The information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and

- g. Other information placed on the item prior to the time an image of the item is captured, such as any required identification written on the front of the item and any endorsements applied to the back of the item.

**I. Endorsements and Procedures.**

- a. Personal Accounts: You agree to restrictively endorse each item transmitted through the Service with your signature on the first line followed by "Mobile Deposit to Trustmark" within the endorsement section on the back of the check. You may also note the Trustmark account number for the deposit.
- b. Business Accounts: You agree to restrictively endorse each item transmitted through the Service by writing or stamping the business name on the first line followed by "Mobile Deposit to Trustmark" within the endorsement section on the back of the check. You may also note the Trustmark account number for the deposit.
- c. The following criteria also applies to restrictive endorsements: (a) the restrictive endorsement must be affixed to the back of the check before images of the check are taken; (b) the restrictive endorsement must be written or imprinted legibly in dark ink; (c) the back of the check image must be in focus with all four corners of the check visible; (d) the restrictive endorsement must not overlap with other text or signatures; (e) the restrictive endorsement must be located in the endorsement area of the check and must be written horizontally when the check is held vertically in portrait mode; and (f) the restrictive endorsement must be in the correct orientation (not upside down or at an angle).

If any of the criteria for the endorsement is not met, the check might be rejected and the deposit will not post to your Account. You agree to follow any and all other procedures and instructions for use of the Service as Trustmark may establish from time to time.

**J. Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Trustmark that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, without regard to the passage of time since the date of deposit, any item that we subsequently determine was not an eligible item. You agree that Trustmark is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**K. Availability of Funds.** You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Processing of deposits made through the Service is subject to cut off times. In general, if an image of an item

you transmit through the Service is received and accepted before 9:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. A business day is every day except Saturday, Sunday and federal holidays. Funds deposited using the Service will generally be made available no later than five business days from the day of deposit. Trustmark, in its sole discretion, may make such funds available sooner or may extend the hold period beyond five business days based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Trustmark, in its sole discretion, deems relevant. In addition, an item will be deemed deposited at the office where the account is maintained.

L. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times. You may deposit a cumulative total of up to \$5,000 per day. We reserve the right to change the deposit limits from time to time.

M. **Retention of Original Check.** Once your check image has been credited to your account, you must mark the original check by writing mobile check deposit on the front with the date and retain the check for ten (10) days. You may not present the original check or any image or substitute check created from the original check for payment at any other financial institution. During this 10-day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check, and you must make the original paper check available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your account, regardless of whether such action may cause your account to not have sufficient funds, and to pay any associated fees. Immediately after this 10-day period, you must destroy the original paper check.

N. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Trustmark's sole discretion subject to the Deposit Account Agreement and disclosures governing your Account.

O. **Errors.** You agree to notify Trustmark of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable Trustmark account statement is sent or otherwise made available to you. Unless you notify Trustmark within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Trustmark for such alleged error.

P. **Errors in Transmission.** By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Trustmark bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Q. **Ownership and License.** You agree that Trustmark retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Addendum. Without limiting the effect of the foregoing, any breach of this Addendum immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Trustmark's business interest, or (iii) to Trustmark's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

R. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

S. **Termination.** We may terminate this Addendum or the Service at any time and for any reason without notice to you. This Addendum shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Addendum may be terminated if you breach any term of this Addendum, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of the Deposit Account Agreement, the *myTrustmark* Agreement or any other agreement with us.

T. **User Warranties and Indemnification.** You represent and warrant to Trustmark that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not redeposit or represent the original item.
- e. All information you provide to Trustmark is accurate and true.
- f. You are not aware of any factor which may impair the collectability of the item.
- g. You will comply with this Addendum and all applicable rules, laws and regulations.
- h. You will comply with all security procedures as set forth in the *myTrustmark* Agreement.
- i. You agree to indemnify and hold harmless Trustmark from any loss for breach of this warranty provision.

Any breach of the above representations and warranties may result in cancellation of the Service or closure of your Accounts.

You will indemnify, defend, and save harmless Trustmark Bank, its parent company and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Paragraph T, “Indemnitees”) from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, “Losses and Liabilities”) by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):

1. Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to, (i) duplicate scanning of the same original Paper Item, (ii) transmission of duplicate Electronic Items, (iii) calculation errors of deposit totals, (iv) numerical errors on deposit data entry, and (v) fraudulent or unauthorized use of your hardware or security credentials;
2. Any material breach in a representation, warranty, covenant, or obligation of you contained in this Addendum;
3. The violation of any applicable law, statute, or regulation in the performance of your obligations under this Addendum;
4. Trustmark acting as a “reconverting bank” under the Check Clearing for the 21<sup>st</sup> Century Act through the creation of “substitute checks” or purported substitute checks using an Electronic Item or an illegible Electronic Item;
5. Our presenting to Paying Bank an Electronic Item for payment; and
6. Your failure to (i) securely maintain your hardware or the original Paper Items, or (ii) properly and timely disposal of original Paper Items in accordance with Paragraph M.

The Indemnification provisions of the Addendum survive the termination of the Service.

U. **Disclaimer of Warranties.** YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL (i) MEET YOUR REQUIREMENTS, (ii) BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) PROVIDE ACCURATE OR RELIABLE RESULTS.

V. **Limitation of Liability.** You agree that we will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other losses resulting from the use or the

inability to use the Service incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Trustmark has been informed of the possibility thereof.

W. **Contingency Plan.** You agree that, in the event you are not able to capture, process, produce or transmit a mobile deposit to Trustmark, or otherwise comply with the terms hereof or of the procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Trustmark until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Trustmark shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Service. The deposit of original checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

X. **Returned Deposits.** If images of checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the image, you understand and agree that, since you either maintain the original check or have destroyed it in accordance with Paragraph M in this Addendum, the original check will not be returned, and Trustmark may charge back an image of the check to your Account. You understand and agree that the image may be in the form of an electronic or paper reproduction of the original check or a substitute check. Unless otherwise instructed by Trustmark, you agree not to deposit the original check if an image or other debit as previously described is charged back to you.

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