

## myTrustmark<sup>®</sup> Agreement

The myTrustmark<sup>®</sup> Agreement between you and Trustmark<sup>™</sup> National Bank (“Bank,” “we,” “us,” “our,” “ours”) including, as applicable, any related Online Banking Application(s), Online Banking enrollment process, Enrollment Form(s), the signature card(s), Certificate of Resolution Authorizing Deposit Accounts and Related Services, Business Online Banking Resolutions and Certifications, Company Authorizations, Fee Schedule(s), Truth in Savings Disclosures, Funds Availability Disclosure, Electronic Funds Transfer Agreement and Disclosure, Deposit Account Agreement(s), Electronic Delivery Notice and Consent, any separate terms of service agreements that may be referenced herein, and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this “Agreement”), sets forth the terms and conditions governing the provision of Online Banking Services to you or anyone authorized by you (collectively, “Customer,” “you,” “your,” “yours”) and describes your and our rights, responsibilities and obligations. Unless otherwise indicated, the provisions of this Agreement apply to both business and consumer customers. If you are a business customer, by completing and submitting the Business Online Banking Resolutions and Certifications (“Resolution”), and/or using one or more of the Services, Customer agrees to, and shall be bound by, the terms, conditions and provisions in this Agreement, including those for each Service which Customer has selected. By executing this Agreement or by clicking the “Please check here to confirm that you have read and agree to each of the following agreements and disclosures” button at the online banking enrollment page, you are electronically signing this Agreement, which shall be considered the same as your authorized written signature constituting your binding agreement to all of the terms, conditions, and notices contained or referenced in this Agreement.

Bank, in its sole discretion, may not permit Customer to use the Service until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review this Agreement and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer’s acceptance of and agreement to Bank’s terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by Bank. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Bank, intending to be legally bound, do hereby agree as follows:

### Article I. Definitions.

The following terms and definitions apply when used in this Agreement.

- 1.1. “Access Credentials” means your confidential Login ID and Passwords as well as out of band verification code, identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.
- 1.2. “Access Device” means personal equipment (including any personal computers, smart phones, tablets, data assistant or other wireless Access Device) that meets the requirements for use of Online Banking Services.
- 1.3. “Account” or “Accounts” means one or more checking, savings, money market deposit, certificates of deposit, credit cards or loan accounts that you have with us.
- 1.4. "Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.
- 1.5. "Account Agreement" means the agreement between you and us that governs the use of your Account including the Deposit Account Agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, loan agreements, and our schedule of fees and charges.
- 1.6. “Administrator(s)” (also referred to as “Company Contact”) means the person(s) designated by Customer on the Online Banking Enrollment Form or during the Online Banking enrollment process, with the actual, implied, or apparent authority to act on behalf of the Customer and any Related Entities in all matters regarding the selection and authorization of any and all Services, and all matters regarding the Online Banking Agreement. Bank may rely on any grant of authority until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice. Any and all

other persons added as an Administrator online by an existing Administrator or by any method acceptable to Bank. Each Administrator has the rights set forth in Section 2.2. and is automatically a User.

- 1.7. "Authorized User" means authorized signer(s) and anyone you (or an Authorized User) allow to access or use the Online Banking Service, Login ID, Password or other device to access the Online Banking Service, linked account(s), Bill Payment Account(s), or loan, credit card and/or deposit account(s).
- 1.8. "Bill Payment" or "Payment" means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.
- 1.9. "Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.
- 1.10. "Bill Payment Service" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us entered through Online Banking.
- 1.11. "Business Day(s)" means 8:30 a.m. to 5:00 p.m. Central Standard Time or Central Daylight Time, Monday through Friday. Federal Holidays are not included. Some online transaction deadlines and cut-off times may vary from this definition.
- 1.12. "Business Online Banking Resolutions and Certifications" means the business customer resolution authorized and executed by you.
- 1.13. "Deposit Account Agreement" has the meaning provided in Section 12.7.
- 1.14. "Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- 1.15. "Funds Transfer" or "Transfer" means a transfer of funds, initiated through Online Banking Service, from one Eligible Account to another.
- 1.16. "Linked Account" means your Account(s) with us or Account(s) owned by a Related Entity from which Online Banking Services may be made. The initial linked account is designated as the primary account on the Online Banking Enrollment Form or during the Online Banking enrollment process. Your other Account(s) at Trustmark may be added as a linked account if you (or an Authorized User) use the Secure Message Link in the Online Banking Service to request the Account be added.

Consumer Accounts may be linked on the Online Banking Service at our sole discretion. All linked consumer Accounts are required to have at least one common owner and/or authorized signer among all linked Accounts.

Business Accounts may be linked on the Online Banking Service at our sole discretion pursuant to Section 2.2.10.

Under certain circumstances, consumer Accounts may be linked with business Accounts on the Online Banking Service at our sole discretion pursuant to Section 2.6.

- 1.17. "Mobile Banking Service" means the mobile electronic banking services described in and provided under the terms of this Agreement.
- 1.18. "Online Banking," "Online Banking Service" or "Service" means the service(s) described in this Agreement.
- 1.19. "Online Banking Enrollment Form" means the form and all information included therein and incorporated as a part thereof submitted by the Customer or on Customer's behalf during the Online Banking enrollment process for enrollment in the Online Banking Service. Online Banking Enrollment Form also means any amendments submitted thereafter.
- 1.20. "Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.
- 1.21. "Transfer Day" means the business day for internal transfers from one Trustmark deposit account to another Trustmark deposit account is 9:01 p.m. to 9:00 p.m., Central Time (Standard or Daylight), seven days a week. The business day for internal transfers from one Trustmark deposit account to a Trustmark non-deposit account (for example, a Trustmark loan, Trustmark mortgage or Trustmark credit card, etc.) is 9:01 p.m. to 9:00 p.m., Central Time (Standard or Daylight); however, the payment will not post to the Trustmark non-deposit account until processing on the next business day. The business

day for external transfers, from one Trustmark account to an account(s) at other financial institutions is 3:31 p.m. to 3:30 p.m. Central Time (Standard or Daylight). Holidays are not included.

- 1.22. "User" means each and every Administrator, anyone added by an Administrator to the Online Banking Service and anyone using "Security Procedures" (see Section 2.3.). Each User has authority to accept the terms of this Agreement on behalf of the Customer and each Related Entity, as applicable, for the Service(s) entitled for that User as designated by the Administrator(s).
- 1.23. "Wireless Device" means a compatible and supported mobile phone and/or other compatible and supported wireless devices that may be used in connection with any mobile Services described in this Agreement.
- 1.24. "You", "your", "yours" and "Customer" mean and refer to (i) each and every person or business who now or hereafter is an account holder or owner with respect to, or has any interest in, any Account(s), and (ii) each and every person who now or hereafter subscribes to or uses any Online Banking Service (including, without limitation and as the context may require, any person permitted by you to use any Online Banking Service).

Other definitions may be set forth elsewhere in this Agreement.

## Article II. Setup and Use of Online Access Services.

### 2.1 Eligibility.

To have access to the Services you must be an Authorized User of the Software you select, if required for use with the Equipment. You must also have at least one eligible deposit account or loan account with us. If you have more than one Account, you will have access through the Service to the Accounts you specify on the Online Banking Enrollment Form or during the Online Banking Enrollment process. If you specify more than one Account on the Online Banking Enrollment Form or during the Online Banking Enrollment process, we will "link" the Accounts together. Accounts which are "linked" under the Services will have one common owner and/or signer. Any owner or signer, acting alone, must be authorized to access a linked account. Bank may, at its sole discretion, require the written consent of any and all owners on any consumer accounts before allowing you to access consumer Accounts through the Service. Any non-linked account will not be accessible through the Service. You must designate a Login ID and Password which will be required to gain access to the Service. Prior to your first use of Online Banking, the Bank will assign you a Login ID and Password (the Login ID and Password collectively are referred to as the "Access Credentials"), required to gain access to Online Banking. The Online Banking system will ask you to change your Password the first time that you use the system. If you do not use the Online Banking system on a regular basis or if you do not log on to the Online Banking system for 120 consecutive days, we (without notice and at our sole option) may (but are not required to) deactivate your access to the Online Banking system. You must contact Online Banking Support to reactivate access to the Online Banking system after access has been restricted.

"Eligible Accounts" include the following:

1. Checking (Demand Deposit) Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates of Deposit
6. Credit Cards

### 2.2 THE PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICES AND ACCOUNTS ESTABLISHED PRIMARILY FOR BUSINESS PURPOSES.

**2.2.1. Administrator.** Customer understands and agrees that any Administrator also referred to as "Company Contact" (without the further consent of Customer) may add or delete other Administrators online via Online Banking or by any other method acceptable to Bank. Customer approves and appoints as Administrator the person(s) designated during the Online Banking enrollment process and each and every Administrator added online via Online Banking or by any other method acceptable to Trustmark. Customer agrees that each and every Administrator is Customer's agent for all Online Banking Service purposes. Customer agrees that Customer is solely responsible for the Administrator(s) designated during the Online Banking enrollment process and for each and every Administrator added online via Online Banking or by any other method acceptable to Bank. Customer acknowledges that Bank will **not** monitor the online addition and/or deletion of an Administrator and agrees that Bank may rely on the authority of an Administrator until that Administrator is removed online by another Administrator. If an Administrator is no longer authorized to act, Customer agrees that another Administrator will go online and delete/remove that person as an Administrator. If there is only one

Administrator appointed by Customer and that Administrator is no longer authorized to act, Customer agrees to contact Corporate Treasury Services Customer Support for reassignment of Administrator. All Administrators are hereinafter collectively referred to as “Administrator”.

**2.2.2. Administrator Authority.** Customer authorizes Administrator (without notice to Customer and without the further consent of Customer) to (i) decide **who** is entitled to use Customer’s Online Banking service on which Account and **what** Online Banking Services each User is entitled to use on an Account (“Entitlement”), (ii) add or delete Users online via online Banking, (iii) set or modify Entitlements for each User online via Online Banking or via any method acceptable to Bank, (iv) add or delete other Administrators online via Online Banking or by any other method acceptable to Bank, (v) add or delete accounts to Customer’s Online Banking service by any method acceptable to Bank, (vi) add or delete Online Banking Services to Customer’s Online Banking service by any method acceptable to Bank, (vii) distribute (and, if necessary, enroll in) Security Procedures (see § 2.3. below) although Bank is authorized to supply Security Procedures directly to Users, (viii) work with Bank and answer Bank’s questions, and (ix) make decisions on behalf of Customer relative to Online Banking and this Agreement. Customer agrees that any Administrator (without the future consent of Customer) may add or delete (“CHANGE”) an Account and/or Services to Customer’s Online Banking service by any method acceptable to Bank and that Bank may (but is not required to) demand that a new Online Banking Enrollment Form, secure message or any other such means as deemed necessary by the Bank (indicating a modification) be sent to Bank’s Corporate Treasury Services Customer Support. A CHANGE is effective once Bank receives notice of the CHANGE, has a reasonable opportunity to review the CHANGE, and acts on the CHANGE.

**2.2.3. Customer’s Assumption of Liability.** Customer hereby accepts and assumes sole responsibility for ensuring that: (i) the information in Customer’s Online Banking Enrollment Form or the information submitted via the Online Banking Service is accurate; (ii) the information online for Customer’s Online Banking Service is accurate; (iii) Customer’s Online Banking Service at all times accurately reflects Customer accounts and Online Banking Services that are to be accessible via Customer’s Online Banking Service and the Entitlements and desired level of access for each User; (iv) information and instructions provided by Administrator(s) are accurate and authorized by Customer; and (v) no unauthorized person has (or will have) access to Customer’s facilities, terminals or computers, and/or Customer’s Online Banking service or has (or will have) knowledge of any Security Procedures. Customer consents to any and all persons added by Administrator as a User on Customer’s Online Banking Service and to the Entitlements granted by Administrator. Customer agrees that the additions of, and any and all changes in, (i) Accounts accessible via Online Banking, (ii) Users, (iii) Entitlements and/or (iv) Online Banking Services shall be the sole responsibility of Customer and Administrator. Customer releases and agrees to indemnify and hold Bank harmless from and for action and/or inaction by Customer, Administrator(s) and/or Users.

**2.2.4. User.** A User is authorized to use Customer’s Online Banking service. Each User has authority to accept the terms of the Agreement on behalf of the Customer and each Related Entity, as applicable, for the Service(s) entitled for that User as designated by the Administrator(s).

**2.2.5. Administrator’s Authority to Appoint Users.** Customer acknowledges that Administrator (without notice to and without the further consent of Customer) adds or deletes Users and decides what Online Banking Services each User is entitled to use on which Account. Administrator may add anyone (even a total stranger) as a User to Customer’s Online Banking Service. Customer consents to any and all persons added by Administrator as a User on Customer’s Online Banking Service and to the Entitlements given to each User.

**2.2.6. Appointment of Users on an Account as an Authorized Signer on that Account.** Customer acknowledges that Administrator may appoint person(s) other than an authorized signer on an Account as a User on that Account. Customer agrees that Bank has no liability if Administrator adds a User to an Account who is not an authorized signer on that Account and agrees that such a person will be deemed an authorized signer on that Account for as long as he/she is a User on that Account.

**2.2.7. How User may Use Customer’s Online Banking service.** Customer acknowledges that User can use Online Banking to view information on Account, view Account records, create and/or modify templates and recipients, issue stop payment orders, order checks, make Internal Transfers, transmit instructions about Account, and if entitled, use other Services (such as, Bill Payment and Mobile Banking Service) even if solely for the benefit of User and/or not for the benefit of Customer. Customer agrees that Bank has no liability if a User uses Online Banking to benefit User and/or not Customer.

**2.2.8. Customer Bound by User(s)’s Actions.** Customer warrants to Bank that all actions taken and instructions given by User(s) shall be binding on Customer as though the action was taken or instruction given by Customer.

**2.2.9. Customer’s Assumption of Liability.** Customer hereby accepts and assumes sole responsibility for ensuring that information and instructions provided by User(s) are accurate and authorized by Customer. Customer releases and agrees to indemnify and hold Bank harmless from and for action and/or inaction by User(s).

## **2.2.10. Related Entities.**

**.1.** Customer, and each Related Entity, (as defined below) represent and warrant to Bank: (i) that each of the Related Entities is an entity in which the Customer or its Parent (herein defined) has a direct or indirect ownership interest; (ii) that each such entity maintains one or more checking accounts with Bank (each, a "Related Entity"); (iii) that the person who makes a request to link the account of a Related Entity on behalf of the Customer via secured message, or other method acceptable to Bank ("Request"), is an Administrator for each Related Entity or that the Related Entity has granted the person submitting the Request authority to make the Request on behalf of the Related Entity; (iv) that the Request by such person constitutes a Request, both on behalf the Customer and each such Related Entity, for the purpose of granting authority for such person to perform transactions under this Agreement; (v) that all actions by such person on behalf of the Customer or a Related Entity constitutes the duly authorized action of the Customer and/or such Related Entity, as applicable; and (vi) that each Related Entity is deemed to be a party to this Agreement. For purposes of this Agreement, "Parent" means a person or entity that has an ownership interest in Customer.

**.2.** Bank, in its discretion, may permit Customer to link its Accounts maintained at Bank to the Accounts of other Related Entities through the Services, to permit Customer to perform all banking transactions authorized in this Agreement, relating to such Related Entities' Accounts without requiring other signatures or further authorizations of the applicable Related Entities.

**.3.** Customer, and each Related Entity, represent to Bank that they have entered into an agreement in which Customer agrees to perform certain Online Banking Services, on behalf of Related Entities that requires Customer to have access to, and authority to conduct banking transactions on behalf of and with respect to, the Related Entities' Accounts maintained at Bank. By submitting the Request, Customer and each Related Entity make such representation to Bank and authorize Bank to perform such transactions based upon Customer's instructions.

**.4.** Customer and each Related Entity represents and warrants to Bank that if Accounts held under different taxpayer identification numbers are linked, the person submitting the Request is an Administrator for each Related Entity, or that the Related Entity has granted the person submitting the Request authority to act for and on behalf of each Related Entity, is authorized to designate the multiple customer access included in this Agreement, and that no Account included for common access is restricted from such common access by any provisions of Customer's charter, bylaws or similar documents or any applicable laws or any existing resolution, declaration or agreement with Bank and that each of the requested Services has been duly and legally authorized by Customer and each Related Entity. Where Accounts held under different taxpayer identification numbers are requested to be linked, Customer, and each Related Entity, acknowledges that Bank shall rely on the Security Procedure to determine authority of Customer to transfer funds or conduct other transactions effecting Accounts of other Related Entities. Customer and each Related Entity acknowledges that it is responsible for determining any limitations on access to its Accounts by its officers, employees, or other designated representatives.

**.5.** Where Bank permits linkage between Related Entity accounts, Customer and each of the Related Entities hereby jointly and severally direct Bank and authorize it: (a) to provide complete access by Customer to Related Entities' Account(s), and (b) to recognize, accept and effectuate all transactions initiated through the Services available under this Agreement, by Customer, with respect to Related Entities' Accounts, all without further inquiry regarding: (i) the authority of the person(s) initiating the transaction(s), and (ii) any aspect of the transaction(s) itself. Bank shall not otherwise be deemed to have any knowledge of the provisions of the agreement between Customer and its Related Entities respecting such banking or other matters, nor any of their respective duties thereunder, it being understood that recitation of the said agreement herein is for reference purposes only.

**.6.** By entering into this Agreement, Customer and each Related Entity represents and warrants to Bank that (i) it has fully advised the appropriate owners, officers, and other personnel of Customer and each Related Entity regarding the terms hereof, including with respect to, among other things, terms and conditions relating to Customer's rights and obligations with respect to Account linkage matters and with respect to the Related Entity's joint and several obligations hereunder relating to such transactions; (ii) Customer and each Related Entity fully agree to be bound by the terms hereof in respect of its Accounts, including with respect to, among other things, the charging of fees to its Accounts as described in this Agreement; (iii) Customer and each Related Entity hereby assume all obligations and risks pursuant to the terms of this Agreement with respect to transactions affecting Customer and each Related Entity's Accounts. Bank shall have no responsibility with respect to the application of funds pursuant to transactions under this Agreement or to monitor the transactions executed under this Agreement, and Bank's obligations with respect to such funds and Account linkage matters shall be limited strictly and specifically to those expressly set forth herein.

**.7.** Monthly maintenance fees for use of the Services shall be charged to Customer's Account. All transaction fees and charges incurred for specific transactions and Services by Related Entities executed using the Services shall be charged to the applicable designated Account of the applicable Related Entity.

**.8.** Customer and each Related Entity, jointly and severally, hold Bank harmless and indemnify Bank for any loss, damage, injury, assessment, judgment or liability, suffered or incurred by Bank, and for any claim, proceeding, action or cause of action

brought against Bank (including reasonable attorneys' fees relating thereto), arising from, or in any manner in connection with any transactions executed under the terms and conditions of this Agreement.

.9. A Related Entity may withdraw the authority granted under this Agreement for Customer's authorized representative to act on behalf of such Related Entity hereunder by providing notice of such withdrawal of authority to Bank as provided herein, but such notice shall not be effective until five (5) Business Days after receipt and written acknowledgment of such receipt, by Bank, or such earlier time as Bank may effectuate such withdrawal of authority. Customer and Bank agree that in the event of withdrawal of the authority granted herein by a Related Entity, Customer and Bank shall terminate this Agreement and all applicable Services in accordance with the termination provisions of the Agreement.

.10. The delivery of notices, documents and correspondence to Customer in connection with this Agreement and each Service shall be deemed to be delivery to each Related Entity.

### 2.3. Security Procedure.

The use of the Access Credentials is a portion of a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Credentials from time to time for security reasons. You should keep your Access Credentials in a secure location. Any person having access to your Access Credentials will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Access Credentials. Providing these Access Credentials to another person effectively constitutes a grant of authority to access your accounts.**

**2.3.1.** You agree to comply with any of the Security Procedures and any other Security Procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, includes (without limitation) the Access Credentials, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification of the person gaining access to the Service, established from time to time by Bank ("Security Procedures"). You agree that the Security Procedures constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Access Credentials have been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

**2.3.2. For Business Customers Only:** If you are a business, you agree to appoint and designate an administrator(s) who will be authorized and responsible for creating and maintaining subsequent Login Ids, Passwords and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service, and providing new and subsequent Security Procedures to those Users. Bank will provide Customer's designated Administrator, through United States postal mail and/or other delivery service selected by Bank at Bank's option, with a Login ID number and Password, and tokens to be distributed by the Administrator to each User with respect to one or more of the Services. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Customer will be required to use the Security Procedure each time it accesses the Services. Customer acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any User shall also have the authority on behalf of customer to electronically accept and approve any and all agreements and amendments to agreements by and between Bank and Customer, including but not limited to this Agreement.

**2.3.3.** You agree to keep all Security Procedures protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures to any unauthorized person. If you are a business, you also agree that Users shall not share Security Devices with each other.

Where you have the ability to change or modify Access Credentials from time to time (e.g., a password or User Name), you agree to change Access Credentials frequently in order to ensure the security of the Access Credentials. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you new Access Credentials or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. If you are a business, you agree to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, caused by your, your employees', or agents' failure to keep the Security Procedures or Access Credentials confidential and secure.

**2.3.4.** In addition to protecting your Access Credentials, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other information may allow unauthorized access to your Service Accounts. You also are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control and for protecting, securing, and backing up all information and data stored in or on your Devices. For additional guidance on information security, please visit our website at [www.trustmark.com](http://www.trustmark.com). You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any devices used in conjunction with the Security Procedure in the possession of any of your authorized representative(s) whose authority to gain access to the Service has been revoked.

**2.3.5.** We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any device used in conjunction with the Security Procedure, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

#### **2.4. Access.**

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Bank may change the terms and conditions of this Agreement or any applicable Service Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article XI. Use of Online Banking after the effective date of such changes will constitute your consent to the changes.

#### **2.5. Equipment Requirements.**

In order to use the Services, you must first obtain your own Access Device with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access and Internet speed required by the Hardware and/or Software. Please refer to the current Electronic Delivery Notice for specific Hardware and Software requirements. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services' website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your Access Device, and for all related costs. You are solely responsible for virus protection and maintenance of your Access Device. Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement or any applicable Service Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. If you are a business, from time to time the Bank may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training.

#### **2.6. Linking Consumer Accounts and Business Accounts.**

At our sole discretion and if certain requirements are met, consumer Accounts may be linked to business Accounts on the Online Banking Service. Qualifying consumer DDA, certificate of deposit, loan or credit card Accounts solely owned or jointly owned by an Administrator/Company Contact may be added to a company setup.

**2.6.1.** By the Customer requesting for us to link business Accounts and consumer Accounts on the Online Banking Service on behalf of the Customer, Customer represents and warrants to us: (1) that he or she is an Administrator/Company Contact of the Customer; (2) that Customer maintains one or more business Accounts with us and has entered into the myTrustmark Agreement with us; (3) that the request to link business Accounts and consumer Accounts by such person constitutes the request on the Customer's behalf, for the purpose of granting authority for such person and such person's designee to perform transactions under the myTrustmark Agreement on the consumer Account(s) of the Administrator/Company Contact ("Consumer Account(s)"); (4) that all actions by such person on Customer's behalf constitute the duly authorized action of the Customer; and (5) that the Consumer Account(s) to which the Customer's account ("Company Account") is linked is the personal or joint account of the Administrator/Company Contact (Consumer Account(s) and Company Account(s) collectively referred to within this Section 2.6 as Account(s). For purposes of this Agreement, Administrator is an individual who is authorized by the governing body of the Customer to act on behalf of Customer. Customer represents and warrants to us: (i) that the person requesting us to link Company Accounts and Consumer Accounts on its behalf is an individual who is authorized by its governing body to act on its behalf and is authorized to link the Company Account(s) to the Consumer Account(s), (ii) that no Account it designates for online access pursuant to this Agreement is restricted from such common access by any provisions of Customer's charter, bylaws or similar governing documents or any applicable laws or any existing resolution, declaration or agreement with us, and (iii) that each of the requested Services has been duly and legally authorized by it. Customer acknowledges that we shall rely on the Security Procedures established by us to determine Customer's authority to transfer funds or conduct other transactions affecting Consumer Accounts. Customer acknowledges and agrees that it is responsible for determining any limitations on access to its accounts by its officers, employees, or other designated representatives.

**2.6.2.** Customer represents that each Consumer Account is established primarily for personal, family or household purposes and that the Administrator is the owner of, or the debtor on, each Consumer Account or is a joint owner or joint debtor on, each Consumer Account or is a joint owner or joint debtor with a member of his or her immediate family. Customer agrees to immediately delete a Consumer Account that does not comply with this representation. The Administrator cannot use Customer's Online Banking Service on a Company Account unless he/she is appointed a User on that Account.

**2.6.3.** Administrator acknowledges and agrees that a User (as defined in this Agreement) may view private, confidential, non-public personal information about Administrator's Account. Administrator acknowledges and agrees that a User is authorized to gain access to Account information to the same extent as Administrator. **Administrator waives any and all privacy rights (whether arising under state or federal law and/or regulation, common law or case law) impacted by User(s)'s access of and/or use of (i) Account, (ii) Account records, (iii) information on and/or about Account, and/or (iv) information on and/or about Administrator.** Administrator is an adult according to the laws of the State where he or she resides.

**2.6.4.** We, in our sole discretion, may prohibit Customer from linking Consumer Accounts to Company Accounts designated for online access pursuant to this Agreement.

**2.6.5.** Where we permit linkage between Consumer Account(s) and Company Account(s) held under different tax identification numbers, Customer hereby jointly and severally directs and authorizes us : (a) to provide complete access by Customer to the Consumer Account(s), and (b) to recognize, accept and effectuate all transactions initiated through the Services available under this Agreement, by Customer, with respect to the Consumer Account(s), all without further inquiry regarding: (i) the authority of the person(s) initiating the transaction(s), and (ii) any aspect of the transaction(s) itself. We shall not otherwise be deemed to have any knowledge of any agreement between and among the Administrator respecting banking or other matters, nor any of their respective duties thereunder.

**2.6.6.** By the Customer requesting us to link Company Accounts and Consumer Accounts on the Online Banking Service on behalf of the Customer, Customer represents and warrants to us that: (i) it has fully advised its appropriate owners, officers, and other personnel regarding the terms hereof, including with respect to, among other things, terms and conditions relating to its rights and obligations with respect to account linkage matters and with respect to the Customer's joint and several obligations hereunder relating to such transactions; (ii) it fully agrees to be bound by the terms hereof; and (iii) it hereby assumes all obligations and risks, including claims related to the commingling of funds, pursuant to the terms of this Agreement with respect to transactions affecting the Company Account(s). We shall have no responsibility with respect to the application of funds pursuant to transactions under this Agreement and our obligations with respect to such funds and account linkage matters shall be limited strictly and specifically to those expressly set forth herein.

**2.6.7.** Customer may terminate the authorization to link Company Accounts and Consumer Accounts at any time on prior written notice to us. Termination will not be effective against us until we act on it. Notwithstanding the foregoing, the authorization to link Company Accounts and Consumer Accounts and the right to use the Online Banking Service may be

terminated or temporarily suspended by us immediately and without prior notice under any of the following circumstances: (a) if Customer, Administrator or a User (or an employee or agent of Customer or Administrator) misuses the Online Banking Service, (b) if Customer, Administrator or a User violates any federal or state law, or improperly handles an Account, (c) if Customer, Administrator or a User breaches any obligation, covenant or representation hereunder or under any other agreement with or affecting us, including without limitation, any agreement governing an Account, any licensing agreement regarding the services hereunder, and/or any note evidencing any indebtedness of Customer or Administrator to us, (d) if seizure, attachment, garnishment, encumbrance, or other conflicting claim is asserted or threatened against any portion of an Account or any of Customer's or Administrator's other deposit accounts with us, (e) upon insolvency or bankruptcy, whether voluntary or involuntary, of Customer or Administrator, (f) if we reasonably believe there has been or may be an unauthorized instruction, transfer, bill payment, stop payment or transaction, (g) if a receiver is appointed for all or substantially all of Customer's or Administrator's assets and business and said receiver is not discharged within thirty (30) days after such appointment, or (h) if all Accounts are closed. The authorization to link Company Accounts and Consumer Accounts shall remain in full force and effect as to all transactions that took place prior to termination; a transfer or bill payment scheduled to occur after termination may or may not occur and Customer and Administrator agree to take all necessary steps to determine if such a transfer or bill payment is or is not made and we have no liability to Customer, Administrator or a third party regardless of whether such a transfer or bill payment is or is not made.

**2.6.8.** The Administrator acknowledges and agrees that Customer may access and control Consumer Account(s) via the Service without regard to any multiple signer designations, requirements, or restrictions that might otherwise be applicable to a specific Consumer Account through any other agreements with us.

**2.6.9.** Administrator will not change the style on an Account without (1) first giving us ten (10) days advance notice of the new style. Administrator agrees to indemnify us for any all damages arising out of a breach of the preceding sentence.

**2.6.10.** A User may make a transfer(s) from Account(s) regardless of whether the transfer does or does not benefit Customer and/or Administrator, may use bill payments(s) on an Account [if that Account has been designated as a bill payment account] regardless of whether the bill payment does or does not benefit Customer and/or Administrator and may issue stop payment order(s) on an Account [if that Account is a deposit account] regardless of whether the stop payment order does or does not benefit Customer and/or Administrator. Customer and Administrator acknowledge and agree that a User is authorized to gain access to Account(s) and to conduct transactions on Account(s) to the same extent as Customer and Administrator and specifically acknowledge that a User may transfer funds from a deposit Account solely to benefit User or a third party, and may use bill payments from an Account designated as a bill payment account solely to benefit User, and may issue stop payment orders on a deposit account solely to benefit User. **Customer and Administrator waive the right to object to any and all transfers on Account(s) made and/or initiated by User even if such transfer is a clear misuse of the Account and/or Account funds. Customer and Administrator waive the right to object to any and all bill payments on Account made and/or initiated by a User even if such bill payment is a clear misuse of Account and/or Account funds. Customer and Administrator waive the right to object to any and all stop payment orders on Account made, issued and/or initiated by a User even if such stop payment order is a clear misuse of Account and/or Account funds.**

### Article III. Online Access Services.

#### 3.1. Products and Services Offered.

Customers may use the Services to:

1. Make transfers between Accounts you may have with us.
2. Obtain Account balances. Your account balance is generally current as of 8:00 a.m. Central Time (Standard or Daylight) of each Business Day but may not include current transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
3. View account information such as, balance and recent transactions on your Accounts.
4. View your account information at another financial institution.
5. Transfer money to make loan payments.

6. Communicate directly with Bank via the Online Banking secure message center.
7. Download account information in various formats.
8. Issue stop payment orders.
9. View check images.
10. Order checks.
11. Make Payments to a Payee from your Account(s) (Bill Payment Service) (You must separately enroll in this Service.)
12. Receive electronic delivery of Account statements.
13. Enroll in Mobile Banking Service.
14. \*Deposit a check using your Wireless Device.
15. Make and receive Person-to-Person Payments (consumer accounts only).

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us. We (in our sole discretion and without notice) may expand or restrict (“Change”) the Services. Information about a Change will be available through the Service. If you use the Service after a Change, you agree to and are bound by that Change. We, at any time and from time to time, in our sole discretion, without notice, may (but are not required to) reject, restrict or terminate your or Authorized User(s)’s use of Services.

\*You must execute the applicable Service Agreements to use these services.

### **3.2. Additional Services.**

#### **3.2.1. In General.**

Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at [www.trustmark.com](http://www.trustmark.com). By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

#### **3.2.2. Additional Consumer Services.**

From time-to-time Bank may offer additional services to its Consumer Customers (“Additional Consumer Services”), including, without limitation (i) bank to bank transfers, (ii) person to person payments, (iii) account aggregation/budget tracking services, and/or (iv) debit card purchase rewards programs. You acknowledge and agree that additional and/or separate terms and conditions may apply to such Additional Consumer Services and that prior to utilizing any Additional Consumer Services, you must read and agree to such terms and conditions, which are hereby incorporated by reference and made a part of this Agreement.

### **3.3. Restrictions; Limits.**

In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

### **3.4. Vendor.**

You acknowledge and agree that the Service is provided by an independent third-party service provider (“Vendor”) as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

### **3.5. Consumer Disclosure Provisions.**

**THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICE AND ACCOUNTS ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.**

### **3.5.1. Unauthorized Transactions.**

To the extent a transaction is an “electronic fund transfer” under Consumer Financial Protection Bureau Regulation E, tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an Online Banking transaction has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. Call us at 1-866-749-5102, send a written notice to Personal Online Banking by fax to 601-208-6761 or by an email to mytrustmarksupport@trustmark.com. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your Access Credentials or made a transaction without your authorization.

If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, and we can prove we could have stopped someone from using your Access Credentials or the Service without your authorization if you had told us, you could lose as much as \$500.00. Also, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

### **3.5.2. Bank’s Failure to Complete Transactions.**

To the extent that a Service transaction is an “electronic funds transfer” under Consumer Financial Protection Bureau Regulation E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

- .1. Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;
- .2. The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- .3. Your Access Device, Internet service provider, telephone line, modem, or other equipment is not operating properly;
- .4. The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- .5. You do not properly follow the instructional materials provided in connection with Online Banking;
- .6. You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;
- .7. You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your Access Device’s hard drive or the host system have been lost;
- .8. A Payee mishandles or delays the handling of Payments sent by us;
- .9. Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
- .10. Your Access Credentials have been reported lost or stolen;
- .11. We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
- .12. You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
- .13. Your telephone service or other utility service you use in connection with the Service has been disconnected or there are deficiencies in the quality of your telephone line;
- .14. Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- .15. Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or
- .16. Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).

There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law. If a limitation of liability referenced or stated above in this section does not apply, our sole responsibility for a failed transfer or payment will be to make the transfer or payment. You agree that we are not liable for indirect, compensatory, incidental, consequential or punitive damages, that we are not liable for

the release of information via Online Banking Service, and that you have no claim against us or a processor for defects in goods or services from a Payee.

### 3.5.3. Error Resolution.

In Case of Errors or Questions About Your Electronic Transfers, telephone us, write us at or e-mail us at the number or location provided in Section 12.6. as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your Access Device, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your Access Device. You must:

- .1. Tell us your name and the Account number;
- .2. Describe the error or the transaction in question, and explain as clearly as you can 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 orally, we may require that you send us your complaint or question in writing within ten (10) Business Days after your oral notification. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account) after we hear from you and will correct any error promptly. We will tell you the results of our investigation within three (3) Business Days after completing our investigation. However, if we require more time, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will provisionally credit your account within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account) 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 (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account), we will not provisionally credit your account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) for our investigation.

If we decide that there was no error, we will send you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of the documents that we used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

## Article IV. Additional Information about the Services.

### 4.1. Account Access.

Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment. You may not use the Service outside of the United States and you agree not to, and will require Authorized Users not to, access the Service outside of the United States.

### 4.2. Processing Fund Transfers.

You (or an Authorized User) may transfer funds from a linked account to a deposit account with us, to a loan with us, to a credit card with us, or to a deposit account at another bank (“transfer”). **External bank to bank transfers are available for consumer accounts only.** If your Online Banking Service allows transfers from a linked account to a deposit account with us, to a loan with us or to a credit card with us but not to deposit accounts at other banks, you (or an Authorized User) may add the right to transfer funds from a linked account to deposit account(s) at other bank(s) by using the Secure Messages link in the Online Banking Service (or any other method acceptable to us) and providing information required by us. (You agree that we may place restrictions on making transfer(s) to deposit account(s) at another bank(s) You (or an Authorized User) may add or delete (“change”) linked account(s) and/or accounts to which transfers may be made by using the Secure Messages Link in the Online Banking Service (or another method acceptable to us) and providing the information we require. A change is effective when we act on it. You authorize us to act on and process transfer instruction(s) sent on the Online Banking Service via the Security Procedures. You agree that the following terms apply to transfers.

- 4.2.1. Transfer instruction:** To make a transfer, a transfer instruction with the information required must be sent to us via Online Banking. You agree to (and will require Authorized User(s) to) comply with the Online Banking Service instructions, supply information indicated online and, when appropriate, update/edit information.
- 4.2.2. Scheduled transfer date:** The scheduled transfer date is the business day on which funds are to be transferred from a linked account. Unless a transfer instruction is sent on a business day prior to the transfer cutoff time, that business day cannot be designated as the scheduled transfer date; if a transfer instruction is sent on a non-business day or after the transfer cutoff time on a business day, the next business day or a subsequent business day must be designated as the scheduled transfer date. (The day a transfer instruction is acted on by us may differ from the day listed as the scheduled transfer date.)
- 4.2.3. Future dated transfers:** A transfer may be scheduled to occur in the future (on a one-time basis or on a recurring basis). The current maximum future date and recurring frequencies are listed on the Online Banking Service and may be changed by us without notice to you. A change is effective immediately. If you maintain your Online Banking Service after a change, you agree to and are bound by that change. A scheduled transfer date (for a recurring transfer) falling on a non-business day will be deemed to be the next business day.
- 4.2.4. Processing:** Processing of a transfer instruction transmitted to us via Online Banking prior to the transfer cutoff time on a business day begins immediately and is completed that night. Processing of a transfer instruction transmitted on a non-business day or after the transfer cutoff time on a business day begins prior to the opening of business on the next business day and is completed that night. Processing of a future dated transfer begins at the opening of business on the scheduled transfer date and is completed that night, provided that date is a business day. If a scheduled transfer date for a future dated transfer falls on a non-business day, the scheduled transfer date will be deemed to be the next business day.
- 4.2.5. Transfer cutoff time:** The current transfer cutoff time is listed on the Online Banking Service and may be changed by us without notice. A change is effective immediately.
- 4.2.6. Required editing:** If information in a (one-time or recurring/automatic) transfer instruction becomes incorrect, you agree to timely edit the transfer instruction to correct it. To edit a transfer instruction, follow the instruction on the Online Banking Service.
- 4.2.7. Cancelling transfers:** To cancel a transfer, follow the instructions on the Online Banking Service. An “in process” transfer cannot be cancelled. A pending transfer may be cancelled; however, we must receive (via the Online Banking Service) the instruction to cancel by the transfer cutoff time on the business day before the transfer is scheduled to be processed. If we do not receive instruction to cancel a transfer before that time, we will process the transfer. (To completely stop a recurring transfer, as opposed to stopping or cancelling a one-time future dated transfer, follow the instructions on the Online Banking Service on withdrawing authorization for the recurring transfer.) You agree that you will cancel unauthorized transfers and will cancel (or withdraw authorization for) transfers scheduled to occur after termination of the Online Banking Service or after closure of the account from which a transfer is scheduled to be made.
- 4.2.8. Withdrawing authorization for a recurring transfer:** If you want to completely stop a recurring transfer, as opposed to stopping or canceling a future dated transfer set for a specific day, follow the instructions on the Online Banking Service to withdraw authorization for that recurring transfer.
- 4.2.9. Authorization to debit account:** When you, or an Authorized User, transmit a transfer instruction via the Online Banking Service, you authorize us to (i) follow the transfer instruction and (ii) debit (deduct) on the scheduled transfer date (as adjusted by the provisions of **Processing**) the amount specified in the transfer instruction from the account listed in the transfer instruction as the account from which funds are to be transferred (and to access any overdraft protection agreement tied to that account).
- 4.2.10. Sufficient funds; non-sufficient funds:** You agree that a transfer instruction will not be transmitted unless the balance in the account from which the funds are to be transferred is and will (on the scheduled transfer date) be equal to or greater than the amount of the transfer. You are responsible for knowing the impact of a transfer on your account balance. You agree that we are not required to verify available funds. You agree that if a transfer request, in whole or in part, exceeds the available funds in the account from which funds are to be transferred, we (at our sole option) may refuse to make the transfer or may make the transfer even if the transfer creates an overdraft; in either case, we are not liable to you or any other person and/or entity for damages. You agree that if the transfer is not made, the account may be charged and may incur a non-sufficient funds fee. You agree that if the transfer is made (creating an overdraft), the

account may be charged and may incur an overdraft fee. (The fees are described in our Miscellaneous Service Fees.) You agree that we are not required to notify you if a transfer is not made due to insufficient funds and that you or the Authorized User who initiated the transfer will look on the Online Banking Service to see if a transfer was made and will reschedule a transfer if necessary. If a transfer creates an overdraft on an account, you agree to pay us the overdraft and collection costs (including but not limited to reasonable attorney fees, court costs, collection agency fees). Making a transfer that creates an overdraft will not establish a pattern or practice and does not waive our right to refuse to make a transfer that, in whole or in part, would exceed the ledger balance in an account. If a transfer is not made and the transfer instruction lists a deposit account with us as the account to which funds are to be transferred, you may incur non-sufficient funds fees and/or overdraft fees on that account if withdrawals on that account exceed the available balance. If a transfer is not made and if the transfer instruction lists a loan as the account to which funds are to be transferred, late fees and other charges specified in loan documents for past due payments may be incurred.

**4.2.11. Transfer to a deposit account with us:** If a transfer instruction is transmitted to us via the Online Banking Service prior to the transfer cutoff time on a business day and if the account to which funds are to be transferred is a deposit account with us, the funds will be deposited into that deposit account when the transfer instruction is transmitted and processing has been initiated but the transfer is not complete until the transfer is processed that night. (The deposit may not be completed if the transfer request, in whole or in part, would exceed the available funds in the account from which the transfer is requested.) Transfers to accounts at other financial institutions will not be deposited to those accounts as quickly. You agree to call the other financial institution to see when a transfer is deposited into your account at the other financial institution.

**4.3. E-mails/Secure Messages sent via the Online Service.**

Secure Messages sent by e-mail or by using the Messages tab in the Online Service are not immediately reviewed by us. We will not act on an e-mail or Secure Message until we actually receive the e-mail or Secure Message and have a reasonable opportunity to act thereon. If there is a need for immediate communication (such as, for example, to report a breach or compromise of Security Procedures or an unauthorized transfer, payment or other withdrawal, or instruction), you or an Authorized User should immediately call us at:

**Consumer Accounts**

Personal Online Banking Customer Support

Telephone: 1-866-794-5102 and then send written notice by fax, to fax number 601-208-6761 or by an e-mail to [mytrustmarksupport@trustmark.com](mailto:mytrustmarksupport@trustmark.com).

**Business Accounts**

Corporate Treasury Services Customer Support

Telephone: 601-961-6000 or 1-800-243-2524 and followed by an immediate written notice by email to [corporatetreasuryservices@trustmark.com](mailto:corporatetreasuryservices@trustmark.com).

**4.4. Bill Payment Service.**

You (or an Authorized User) may use Online Banking to make payments if you or an Authorized User complete the online enrollment process. You (or an Authorized User) may add or delete (“change”) payment accounts by using the Secure Messages Link in Online Banking (or any other method acceptable to us) and providing the information we require. A change is effective when we act on it. A payment account must be a linked account and one of your checking accounts with us. You authorize us to act on and process payment instruction(s) sent on Online Banking via the Security Procedures. You agree that the following terms apply to payments.

**4.4.1. Payment instruction:** To make a payment, a payment instruction with the information required information must be sent via Online Banking. You agree to (and will require Authorized User(s) to) comply with Online Banking instructions, supply information indicated online and, when appropriate, update/edit information.

**4.4.2. Scheduled payment date:** You agree that (i) you or an Authorized User will put in the payment instruction the day on which you or the Authorized User want the payee (biller) to receive payment (“scheduled payment date”); (ii) you or an Authorized User will select a business day for the scheduled payment date; (iii) if you or an Authorized User selects a non-business day for the scheduled payment date, the scheduled payment date will be deemed to be the previous business day; (iv) you or an Authorized User will select a scheduled payment date that will be far enough in advance of the due date for the payment to be received and credited by the payee (biller) before the actual due date of a bill; (v) the

due date is not the late date or a date during a grace period; and (vi) if a payment is not received and credited before the due date, you (not us or a third-party processor) will be responsible for any late charges, finance charges, interest, penalties, damages and any action taken by payee (biller).

- 4.4.3. Future dated payments:** A payment may be scheduled to occur in the future (on a one-time basis or on a recurring basis). The current maximum future date and recurring frequencies are listed on Online Banking and may be changed by us without notice to you. A change is effective immediately. If you maintain your Online Banking service after a change, you agree to and are bound by that change. A scheduled payment date, for a recurring payment, also known as an automatic payment, falling on a non-business day will be deemed to be the previous business day.
- 4.4.4. Required editing:** If information in a (one-time or recurring/automatic) payment instruction becomes incorrect, you agree to timely edit the payment instruction to correct it. To edit a payment instruction, follow the instructions on Online Banking. Once the payment processor starts the remittance process, you cannot edit a payment instruction.
- 4.4.5. Cancelling payments:** To cancel a payment, follow the instructions on Online Banking. A payment may be cancelled as long as Online Banking allows the payment to be cancelled. (A payment may not be cancelled once processing has begun on the payment). (To completely stop a recurring payment, as opposed to stopping or cancelling a one-time future dated payment, follow the instructions on Online Banking on withdrawing authorization for recurring payment.) You agree that you will cancel unauthorized payments and will cancel (or withdraw authorization for) payments scheduled to occur after termination of this Online Banking service or after closure of the payment account from which a payment is scheduled to be made.
- 4.4.6. Withdrawing authorization for a recurring payment:** If you want to completely stop a recurring payment, as opposed to stopping or canceling a future dated payment set for a specific day, follow the instructions on Online Banking to withdraw your authorization for that recurring payment.
- 4.4.7. Third party processor; confidentiality:** You authorize us or (at our sole option) a third party processor to process payment instructions and payments. If a third party processes payment instructions transmitted via Online Banking, the third party processor may impose its terms and conditions on payments/bill payments. You authorize us to release payment instructions and information about your accounts with us to the third party processor, to discuss matters with the third party processor, and to access information about payments. You authorize us and/or the third party processor to use, disclose and discuss such information and (if necessary, your personal nonpublic confidential information) with payees/billers and, as necessary, to obtain and use information from payees/billers. You agree to give us and the third party processor information needed for payments. You acknowledge that there may be a time lag between the time a payment instruction is submitted on Online Banking and is processed. (The day a payment instruction is acted on may differ from the scheduled payment date.)
- 4.4.8. Payment authorization, method and timing; timing of debit to payment account:** When you, or an Authorized User, transmit a payment instruction via Online Banking, you authorize us and/or the third party processor to (i) follow the payment instruction, (ii) initiate a debit, ACH debit, check, draft or item on the payment account for the payment amount specified in the payment instruction, (iii) select the method/format used to remit funds (such as, ACH credit or electronic, laser or paper check/draft/item, etc.) and (iv) remit funds to the payee (biller) in the amount specified in the payment instruction to arrive as close to the scheduled payment date as reasonably possible. You also authorize us to debit the payment account for the payment amount listed in the payment instruction at the earlier of the scheduled payment date or the date a debit, ACH debit, check, draft or item for the payment amount is presented to us for payment. You agree that if more than one Online Banking customer transmits a payment instruction listing the same payee (biller), we and/or the third party processor may issue a consolidated check to the payee (biller).
- 4.4.9. Returned payment:** If a payment rejects or is returned, you authorize us and/or the third party processor (at our or its sole option and discretion) to (i) notify you, (ii) resend payment, (iii) re-credit the payment account if payment amount has been debited or (iv) take other action deemed appropriate by us and/or the third party processor.
- 4.4.10. Sufficient funds; non-sufficient funds; overdrafts:** You agree that a payment instruction will not be transmitted unless the balance in the payment account is and will (on the scheduled payment date) be equal to or greater than the payment amount. You are responsible for knowing the impact of a payment on your account balance. You agree that we and/or the third party processor have no duty or obligation and are not required to verify the availability of funds in the payment account on the scheduled payment date. You agree that if a payment, in whole or in part, exceeds the available funds in the payment account, we (at our sole option) may refuse to debit the payment account for the payment amount or may debit the payment account for the payment amount even if the debit creates an overdraft; in either case, we are not liable for damages and we have no liability to you. You agree that if the debit is not made due to insufficient funds, the account may be charged and may incur a non-sufficient funds fee. You agree that if the debit is

made (overdrawing the payment account), the account may be charged and may incur an overdraft fee. If a debit overdrafts a payment account, no pattern or practice is established and we have not waived our right to refuse a future debit that, in whole or in part, would exceed the collected balance in a payment account. You agree that if we do not debit the payment account for the payment amount due to insufficient funds in the payment account, the third-party processor may (but is not required to) make the payment. If the third-party processor does make the payment, the third party processor may suspend payments and the payment service and may pursue you for the payment (funded by the third party processor), late charges and collection costs (including attorney fees). You agree that neither we nor the third-party processor are required to notify you if a payment is not made due to insufficient funds. You agree that you or the Authorized User that transmitted the payment instruction will look on Online Banking to verify whether a payment was or was not made and, if necessary, will reschedule the payment.

**4.4.11. Prohibited payments; exception payments; export control & international use:** The United States controls the export of products and information containing encryption (“Controlled Technology”). You agree to, and will require Authorized Users to, comply with such restrictions and not to export or re-export any Controlled Technology within the Online Banking service to countries or persons prohibited under the Export Administration Regulations (“EAR”) and other applicable laws. You agree to, and will require Authorized User(s) to, not download any products or information from the Online Banking Service if you or Authorized User(s) are in a country where such export is prohibited and/or if you or Authorized User(s) are a person or entity to which such export is prohibited. You are responsible for compliance with the laws of its local jurisdiction regarding the import, export, or re-export of any product(s) or information subject to the EAR. We do not make any representation that any content or use of the Online Banking Service is appropriate or available for use in locations outside of the United States. You agree to and will require Authorized Users to not use and/or access Online Banking from locations where its contents or use is illegal or is prohibited by us. If you and/or Authorized User(s) choose to access the Online Banking Service from locations outside the United States, you and Authorized User(s) do so at your/his/her own risk and are responsible for compliance with local laws.

**4.4.12. Payee limitations:** You agree that we and/or the third-party processor may refuse (not make) payments to some payees listed in a payment instruction. If so, you will be notified. This notification is not required if you (or an Authorized User) attempt to make a prohibited payment or an exception payment.

**4.4.13. Adding a Payee:** You agree that it takes time to add a payee (biller) and agree to indemnify and hold us and the third-party processor harmless for and from damages arising out of or related to you or an Authorized User transmitting a payment instruction naming a payee that has not been added to your Online Banking service.

**4.4.14. Bill delivery; e-bills:** If you request electronic delivery of bill(s) and/or if a bill is delivered electronically, you agree that we and the third party processor are not responsible for and have no liability for (i) the bill’s format (whether a bill is in electronic or paper form), (ii) the content and/or accuracy of a bill, (iii) whether a bill is or is not received on time or (iv) whether a bill is or is not received. If you do not get a bill or do not get a bill on time, it is your duty (not ours) to contact the payee/biller. It is your duty (not ours) to check to see if a bill was electronically delivered and to update your information with payees/billers. You agree to contact the payee (biller) if a bill is late or not received. You (not us) must ensure timely payment of bills and must keep accounts current. You acknowledge that (i) a payee (biller) has the right to stop electronically delivering bills at any time without any notice and (ii) if you stop the electronic delivery of bills, it will take time for electronic delivery to be stopped and bills will be delivered electronically until we and payee(s)/biller(s) have acted on the directive to stop electronic delivery of bills.

#### **4.5. Placing a Stop Payment Order on a Check.**

**4.5.1.** Online Banking may be used to place a stop payment order on a check issued on a linked account. You agree to (and will require Authorized Users to) follow the directions on Online Banking and provide the information required by Online Banking and, when appropriate, update/edit the information. You authorize us to act on a stop payment request sent on Online Banking via applicable Security Procedures (whether or not sent by you or an Authorized User). You agree that the following terms apply to stop payments requests.

**4.5.2.** You agree that (i) Online Banking may **only** be used to transmit a stop payment request on a check issued on a linked account that is a deposit account, (ii) you and Authorized Users will not use Online Banking to transmit a stop payment request on a withdrawal other than a check issued on a linked account that is a deposit account and (iii) a stop payment request (transmitted via Online Banking) on an item other than a check on a linked account that is a deposit account is null and void. You agree to indemnify and hold us harmless for and from damages arising out of the use of Online Banking to transmit a stop payment request on an item other than a check drawn on a linked account that is a deposit account.

- 4.5.3. You agree that before you or an Authorized User submit a stop payment request on a check, you or the Authorized User will verify that the check has not posted to the account on which the check was drawn and that you and Authorized Users will not transmit a stop payment request on a check that has posted to the account on which the check was drawn. A check “posts” if we accept, certify, pay, are accountable for, or settle for, without a right to revoke settlement, the check.
- 4.5.4. We use our computer system to act on stop payment orders; so, we can only stop payment if you or Authorized User(s) give us the information required online in Online Banking for a stop payment request. If any of this information is lacking or is incorrect, we may not find the check to be stopped. Incomplete or erroneous information may prevent us from stopping payment on the check. You agree that if you or an Authorized User do not give us all of this information and we do not stop payment, we are not liable. You are solely responsible for the accuracy and completeness of all stop payment requests. You agree to indemnify and hold us harmless for and from damages arising out of an incomplete, inaccurate and/or untimely stop payment request.
- 4.5.5. **A stop payment request transmitted on Online Banking processes automatically and is effective as of the time you enter it or transmit it successfully.** We will not process a stop payment request transmitted via Online Banking on a non-business day or after the stop payment cutoff time on a business day until the next business day. If a more timely method of placing a stop payment order is needed or if a confirmation of a stop payment order is needed, you agree to go to a Trustmark branch or call the Trustmark Contact Center to place a stop payment order. The current stop payment cutoff time is on Online Banking and may be changed by us without notice. A change is effective immediately.
- 4.5.6. If we pay a check before a stop payment request is effective, you agree to indemnify and hold us harmless for and from damages arising out of payment of the check.
- 4.5.7. You agree to indemnify and hold us harmless from all claims, suits, damages, liability, expenses, and costs, including, but not limited to, reasonable attorneys’ fees incurred by us on account of any stop payment request by you or an Authorized User.
- 4.5.8. You agree not to hold us liable if we pay an item, unless we fail to exercise ordinary care or fail to act in good faith.
- 4.5.9. To revoke a stop payment request that has been processed, you must go to a Trustmark branch or call the Trustmark Contact Center.
- 4.5.10. You agree that a stop payment request (transmitted via Online Banking) on a check issued on a linked account that is a deposit account is a written stop payment order.
- 4.5.11. Other information on stop payments is in the Trustmark Deposit Account Agreement.
- 4.6. Cut-off times. Different cutoff times may apply to transfers, payments, and stop payment requests. For current cutoff times, call us at 1-800-844-2000. Cutoff times are subject to change by us without notice and are immediately binding on you and Authorized Users. If you maintain your Online Service after a change, you agree to and are bound by that change.

## **Article V. Mobile Banking Service.**

**5.1. Terms and Definitions.** The following terms and definitions apply with respect to the Mobile Banking Service:

- “License” means a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license to download, install and use the Mobile Banking Service software on a Wireless Device within the United States and its territories.

**5.2. General Description of Service.** Subject to the terms and conditions of this Agreement, the Mobile Banking Service allows you to use a Wireless Device to access available Service Account information, to make payments to eligible payees, and to perform such other transactions as described in the Mobile Banking tab in the Online Banking Service. In order to use the Mobile Banking Service, you must first enroll for, and maintain enrollment in, the Online Banking Service, and you must follow our instructions for enrolling and activating your Wireless Device. You also may be required to accept or acknowledge other terms, provisions, or conditions in order to use certain features or functionality of the Mobile Banking Service. Such terms, provisions, and conditions constitute a part of the Mobile Banking Service terms and this Agreement. Cancellation of your enrollment in the Online Banking Service may result in the cancellation of the Mobile Banking Service.

**5.3. Use of the Mobile Banking Service.** When you enroll in the Mobile Banking Service, designated available Service Accounts and eligible payees and funds transferees linked to you through the use of other Services will be accessible through the Mobile Banking Service. The Service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use the Service before you actually do so, and then that you always use the Service in accordance with the instructions we provide. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Service software. We may change or upgrade the Service 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 the Service as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Service or your Wireless Device. We reserve the right to modify the scope of the Service at any time. We reserve the right to refuse to execute any transaction you request through the Service. You agree and understand that the Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

**5.4. Relationship to Other Agreements.** You agree that when you use the Mobile Banking Service you remain bound by the terms and conditions of all your existing agreements with us (including, but not limited to, the terms and provisions applicable to each Service that may be accessible through the Mobile Banking Service) and that the terms of the Mobile Banking Service do not amend or supersede any of those agreements, except as otherwise expressly provided by the terms of the Mobile Banking Service. Any agreement you may have with our affiliates and/or any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, also remains in full force and effect. You understand that other agreements you may have with us, our affiliates, and/or any unaffiliated service providers may provide for fees, limitations, and restrictions which might impact your use of the 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 the Service, including while downloading the Service software, receiving or sending Service text messages, or other use of your Wireless Device when using the Service software or other products and services provided through the Service), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service carrier or provider is solely responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with such carrier or provider without involving us. You also agree that if you have any problems with the Mobile Banking Service, you will contact us directly.

**5.5. Software License Agreement.** Subject to your compliance with the terms of the Mobile Banking Service and the terms of this Agreement, you are hereby granted the License. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Mobile Banking Service software to that new or different Wireless Device. The License shall be deemed revoked immediately upon (i) termination of the Mobile Banking Service, (ii) termination of the Online Banking Service, (iii) your deletion of the Mobile Banking Service software from your Wireless Device, or (iv) notice to you at any time, with or without cause. In the event the License is revoked for any of the foregoing reasons, you agree to promptly delete the Mobile Banking Service software from your Wireless Device. In the event of revocation of the License, your obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.

**5.6. Additional Usage Obligations.** When you use the Mobile Banking Service to access your Service Accounts, you agree to the following terms (which terms shall survive any revocation of the License):

**5.6.1. Account Ownership/Accurate Information.** You represent that you are the legal owner of the Service Accounts and other financial information which may be accessed through the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

**5.6.2. Proprietary Rights.** You are permitted to use content delivered to you through the Mobile Banking Service only in connection with your proper use of the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Service technology, including, but not limited to, any Service software or other mobile phone applications associated with the Service.

**5.6.3. User Conduct.** You agree not to use the Mobile Banking Service or the content or information delivered through the Service in any way that would (i) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Service software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity, (iii) 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), (iv) be false, misleading or inaccurate, (v) 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, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to the Service, (ix) interfere with or disrupt the

use of the Service by any other user, or (x) result in unauthorized entry or access to the computer systems of others.

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

**5.6.5. Exercise of Caution.** You agree to exercise caution when utilizing the Mobile Banking Service application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

**5.6.6. Indemnification.** Without limiting any of your other obligations to us under this Agreement, 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 the Mobile Banking Service, your violation of any of the terms of the Mobile Banking Service or your infringement, or infringement by any other user of your Service Account, of any intellectual property or other right of anyone.

## **5.7. Mobile Banking Service Limitations.**

**5.7.1. Loss of Data.** Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the Mobile Banking Service. These difficulties may result in loss of data, personalization settings or other Service 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 the Service.

**5.7.2. Operational Availability.** 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 the Mobile Banking Service.

**5.7.3. Errors and Delays.** Financial information obtained through the Mobile Banking Service (including, without limitation, any text message alerts) reflects the most recent account information available through the 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. Certain features, functions, and services available through other Services or at our Online Banking Service website may not be available using the Mobile Banking Service.

**5.7.4. Nonsupported Carriers and Devices.** The Mobile Banking Service may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported as Wireless Devices in connection with the Service. You are responsible for periodically referring to our website to determine currently supported mobile service providers, carriers, and Wireless Devices and for ensuring that you satisfy all technical requirements for using the Service.

## **Article VI. Online Statements Service.**

**6.1. Terms and Definitions.** The following terms and definitions apply with respect to the Online Statements Service:

- "Online Statement" means any electronic periodic statement or transaction history we provide for an Online Statement Account in connection with the Online Statements Service.
- "Online Statements Account" means any Service Account which is enrolled in or otherwise eligible for the Online Statements Service. We may at any time, in our discretion, qualify or disqualify any Service Account for eligibility as an Online Statements Account.
- "Other Statement Material" means electronic versions of the disclosures, notices, and information that we ordinarily transmit with account statements, including, but not limited to, our annual privacy notice.

**6.2. General Description of Service.** Subject to the terms and conditions of this Agreement, the Online Statements Service provides you with an electronic version of your eligible Service Account statements or transaction histories that you may view, save to your Device and/or print at your convenience. The Service also may include the electronic delivery to you of Other Statement Material. If your Account is a consumer account, you acknowledge and confirm that your acceptance of the Electronic Delivery Notice and Consent in connection with your enrollment in the Online Banking Service applies to Online Statements and Other Statement Material that you may receive through the Service. You may review the Electronic Delivery

Notice and Consent at the Online Banking Service website. **The Electronic Delivery Notice and Consent applies to consumer accounts only.**

**6.3. Activation.** When you enroll in the Online Banking Service, we will automatically activate the Online Statements Service for all of your eligible Service Account(s), unless, in a manner acceptable to Trustmark, you affirmatively elect to also receive paper statements for your Service Account(s). You agree to pay Trustmark the fee associated with receiving a paper statement, as stated in the Miscellaneous Service Fees disclosure. The Online Statements Service will also be automatically activated for any eligible Service Account(s) that you subsequently enroll in the Online Banking Service. In any event, you may at any time activate the Online Statements Service for any such Online Statements Account if we have not activated it. Upon activation of the Online Statements Service for an Online Statements Account, any mailed, paper statements (including any cancelled checks or check images, as applicable) that you were receiving for that account will be discontinued, and all subsequent periodic statements for the account will be furnished electronically. If we have been mailing paper statements to you, we may continue to do so (as well as provide electronic versions of the statements) for approximately one (1) month following activation of the Online Statements Service. In our discretion, we also may electronically furnish you with Other Statement Material that relates to your Online Statements Accounts, as provided in this Agreement. If you cancel the Online Statements Service for any Online Statements Account and should later wish to re-activate the Online Statements Service for that account, you must follow the instructions we provide for re-activation. You acknowledge and agree that the re-activated Online Statements Service will be provided subject to the terms and conditions then in effect.

**6.4. Accessing Online Statements and Other Statement Material.** We will post the periodic Online Statements for your Online Statements Account(s), and any applicable Other Statement Material, in the Online Banking Service. In order to access the Online Statements, you must login to the Online Banking Service and click on the "Statements" link. We reserve the right to set and change the period of time for which Online Statements are accessible in the Online Banking Service from time to time in our discretion, and different Online Statements Accounts may have different accessibility periods for their Online Statements. In any event, any Online Statement may be accessed through the Online Banking Service for at least eighty-four (84) months following its initial posting. Other Statement Material may not be accessible for as long as Online Statements. Please call us at the telephone number provided in Section 12.6. of this Agreement for current information about periods of accessibility. You acknowledge and agree that it is your responsibility to download and save in electronic form, or print and retain, your Online Statements and any applicable Other Statement Material for your records before they become unavailable. If you need a paper copy of an Online Statement or Other Statement Material that is no longer available through the Service, you should contact the branch where you opened your account (applicable copy and research fees may apply and availability is subject to our record retention policies and procedures). We reserve the right to, and you agree that we may, provide you with Online Statements and Other Statement Material via e-mail transmitted to your Service Email Address instead of posting them within the Online Banking Service, at any time and in our discretion. You agree to notify us as soon as possible in the event that you experience any technical difficulties in accessing any Online Statements or Other Statement Material. You may notify us by calling us at the telephone number provided in the Section 12.6. of this Agreement.

**6.5. Notification.** Except as otherwise required by applicable law, you acknowledge and agree that it is your responsibility to access the periodic Online Statements and Other Statement Material as they are posted within the Online Banking Service without any notification to do so from us. However, we may in our discretion send a notification to your Service Email Address or otherwise furnish you with notification (including notification within the Online Banking Service) when Online Statements and/or Other Statement Material is available. You agree to regularly and periodically log in to the Online Banking Service in order to read and review current Online Statements and any Other Statement Material that may be posted.

**6.6. Review of Online Statements.** The agreements and disclosures governing your Online Statements Accounts with us describe your obligations and responsibilities with respect to timely examining your periodic account statements or transaction histories and reporting errors and discrepancies to us. These obligations and responsibilities are applicable to your examination and review of the Online Statements.

**6.7. Further Action.** The Online Statements Service system generally is designed to automatically activate Online Statements for all of your eligible Service Accounts upon your enrollment in the Online Banking Service. However, technical limitations and specific circumstances may in some cases prevent Online Statements activation for some or all of your eligible Service Accounts. We reserve the right, but we do not have an obligation, at any time to automatically activate the Online Statements Service for these Online Statements Accounts if and when we are able to overcome or correct such technical limitations and circumstances. However, in our discretion, we may require you to confirm your assent to the electronic delivery of Online Statements and Other Statement Material from time to time and we reserve the right to withhold the delivery of these electronic records for any Online Statements Account until you have confirmed or reconfirmed your assent to electronic delivery.

**6.8. Service Condition.** We reserve the right to require your use of the Online Statements Service as a condition for your

continued enrollment in and use of the Online Banking Service and other related Services. If we exercise this right, any termination of the Online Statements Service may result in termination of the Online Banking Service and related Services. Also, Online Statements may be an eligibility requirement for certain financial products and services you have obtained from us or for certain features and benefits related to those products and services. Cancellation of Online Statements may therefore result in the modification of terms and features of such products and services or in the conversion of such products and services to different products and services. If you are a consumer, please refer to the Electronic Delivery Notice and Consent for other terms and conditions regarding the withdrawal of consent for electronic disclosures. You may review the Electronic Delivery Notice and Consent at [www.trustmark.com](http://www.trustmark.com).

**6.9. Cancellation of Online Statements; Termination or Deactivation of Online Banking Service.** You may cancel Online Statements with respect to one or more of your Online Statements Accounts by following the applicable instructions in the Online Banking Service application. If your right to use the Online Banking Service is terminated for any reason or your access to the Online Banking Service has been deactivated, the Online Statements Service will also be terminated with respect to the Online Statements Account(s) enrolled in the Online Statements Service at that time. If Online Statements are cancelled for any Online Statements Account or if Online Statements Service is terminated for any reason, we will begin furnishing you with paper statements for such account(s) (to the extent provided for the account product), together with paper copies of material that accompanies such statements, if and as provided by and according to the terms and conditions governing the account, beginning with the periodic statement next following the cancellation of the Online Statements Service, and you agree to pay us the fee associated with paper statements as outlined in the Miscellaneous Service Fee disclosure. However, you agree that we shall in any event have a reasonable opportunity to act upon your cancellation of the Service. Cancellation of your enrollment in the Online Banking Service will automatically result in the cancellation of Online Statements with respect to all Online Statements Accounts. Certain changes to your Online Statements Accounts (e.g., removing your name from the account) also may have the effect of cancelling Online Statements for such accounts. You may reactivate the Online Banking Service and Online Statements Service by contacting us pursuant to Section 12.6 of this agreement.

#### **Article VII. Person-to-Person Payments Service.**

The following Terms and Conditions (“Terms”) apply to the Person-to-Person Payment Service (“P2P Service”) at Trustmark.

**7.1 Acceptance.** By using the P2P Service, you agree to all the terms, conditions and notices contained in this P2P Service Section and accept responsibility for your use of the P2P Service. Please read this Agreement carefully before use. We may amend these terms, and modify or cancel services and features we offer, from time to time without notice, except as may be required by law. Any deposit Account accessed through this service is also subject to the Deposit Account Agreement and any disclosures and regulations for the Account. You should review the disclosures carefully.

#### **7.2 Definition of Terms.**

"Eligible Transaction Account" is a transaction account from which your payments will be debited, or to which payments and credits to you will be credited, that is eligible for the P2P Service. An Eligible Transaction Account includes a deposit account with a debit card associated.

"P2P (Person-to-Person) Payments" means the service powered by a third-party service provider that allows you to send funds to an outside email or cell phone number.

"Payment Instruction" is the information provided for a payment to be made under the P2P Service.

"Receiver" is a person or business entity that is sent a Payment Instruction through the P2P Service.

Sender" is a person or business entity that sends a Payment Instruction through the P2P Service.

"Transfer" means an electronic movement of funds from your account to another party by means of the P2P or Person to Person Payments system offered within mobile and online banking.

"We," "Us," "Our," means Trustmark National Bank.

"You" and "Your(s)," means each card holder who applies to use the Service and each person who uses the P2P Service.

**7.3 Description of the Person-to-Person Payments Service.** Person-to-Person Payments, is a service that allows you to send money via mobile and online banking to others using a cell phone number or an email address through third party platforms.

Trustmark uses a third-party service provider to help you make payments to third parties. The service provider is an independent contractor for all purposes and does not have control of, or liability for, the products or services that are paid for with our service.

We do not guarantee the identity of any recipient or ensure that a recipient will complete a transaction.

**7.4 Intellectual Property.** Any website, digital platform and all logos, related to the P2P Service, are either trademarks or registered trademarks of a third-party service provider or its licensors. You may not copy, imitate or use them without prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of service provider. You may not copy, imitate, or use them without our prior written consent. All rights, title and interest in and to the P2P Service website, any content thereon, the services, the technology related to the P2P Services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of service provider and its licensors.

**7.5 Transaction History.** You may view your transaction history as a part of Person-to-Person Payments or by logging into your mobile or online banking and looking at your Account history.

**7.6 Eligibility for P2P Payments Identity Authentication.** You authorize Trustmark, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your Information against third party databases or through other sources. Trustmark will, at its sole discretion, authorize the use of the P2P Service and may at its sole discretion disallow the use of P2P payments by any Trustmark card holder.

#### **7.7 Sending Money via Mobile and Online Banking P2P Payments.**

**7.7.1 Sending Limits.** There are imposed limits on the amount of money you can send through the P2P Payments service (in addition to any limits set by us).

**7.7.2 Transfer Limitations.** There are limits on the amount of money you can send or receive through the P2P Service. Your limits may be adjusted from time-to-time at our sole discretion. You may contact us to inquire about your individual transaction limits. We or our service provider also reserve the right to select the method in which to remit funds on your behalf through the P2P Service, and in the event that your Account is closed or otherwise unavailable to us the method to return funds to you. Transfer limitations may be changed at any time by Trustmark without prior notice to you as a user.

**7.7.3 Transfers.** All transfers are subject to when funds are made available by the recipient's financial institution. When a transfer is sent the funds are immediately transferred from your Account. If the recipient is a part of the service provider network, the funds are immediately credited to their account. If the recipient is not a part of the service provider network, the funds will be moved to a Trustmark holding account where they await a response from the recipient declaring how they would like to receive the funds. You agree that such requests constitute your authorization to us and service provider to make the Transfers. Once you have provided your authorization for the Transfer, you may not be able to cancel the electronic Transfer.

#### **7.9 Payment Authorization and Payment Remittance.**

a. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the P2P Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

b. 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.

c. 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 herein.

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 Service is 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;
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 Service (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.

**7.10 Initiation of Payment Instructions.** You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) 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 (c) 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.

**7.11 Receiving Payments.** 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. 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 also receive requests from others through the Service.

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.

**7.12 Payment Cancellation, Stop Payment Requests and Refused Payments.** 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 will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. 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.

When you send money Off-Network, the recipient is not required to accept it. You agree that you will not hold service provider or Trustmark liable for any damages resulting from a recipient's decision not to accept a payment made through the service. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Account. For PayPal or Venmo transfers, you can request to cancel a transaction at any time prior to the recipient declaring how they would like to receive their funds.

**7.13 Failed or Returned Payment Instructions.** In using the P2P Service, you are requesting that we or our service provider 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, the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or an institution/card network does not accept push credits), the Payment Instruction may or may not be completed. 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 us or 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. The aforesaid amounts may be charged NSF fees that may be accessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit.

**7.14 How to Notify Us of Unauthorized Transfers, Lost Device, Errors or Inquiry.**

1. If you believe that a transfer has been made without your permission. Calling our support number 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 tell us within 2 business days after you learn of the loss, you can lose no more than \$50 if someone used your account without your permission.

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

Also, if your Account 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 sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods

2. You must include the following information: Your name and Account number; a description of the error, loss and/or Transfer that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and, the dollar amount of the suspected error or unauthorized Transfer.
3. If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.
4. We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appears.
5. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error 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 Eligible Transaction 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 Eligible Transaction 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. We may revoke any provisional credit provided to you if we find an error did not occur.

**7.15 Claims, Limitation of Liability, No Warranty.**

THE SITE AND P2P 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 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.

THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE P2P SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE P2P SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE 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 SERVICE, 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 P2P SERVICE 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 P2P SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE P2P 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 P2P SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE P2P SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN ONE (1) YEAR 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).

**7.16 Fees.** We currently do not charge a fee for transfers using the P2P Service. However, you may be charged a fee by service providers (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the P2P Service, including while downloading the P2P Service software, receiving or sending P2P Service text messages, or other use of your wireless device when using the P2P Service software or other products and services provided through the P2P Service), and you agree to be solely responsible for all such fees.

**7.17 Service Termination, Cancellation, or Suspension.** If you wish to cancel the P2P Service, you may contact us as set forth in the Agreement. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the P2P Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

**7.18 Notices.** If required by law, we will notify you of any changes, fees, or other information about the P2P Service. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the P2P Service and/or related applications or 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 P2P Service, and/or related applications and material, and limit access to only the P2P Service's more recent revisions, updates, upgrades or enhancements.

**7.19 Indemnification.** You agree to indemnify, defend, and hold us and our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of the P2P Service.

## Article VIII. Limitations.

Your use of these Services is subject to the following limitations:

**8.1 Transaction Limits.** We reserve the right to limit the frequency and dollar amount of Service transactions, and Service transactions may be subject to transaction, daily, and monthly limits that may change based on how you use the Service, and that may be changed from time to time in our discretion (including, without limitation, for the purpose of maintaining or restoring the security of any account or electronic fund transfer system), subject to the requirements of applicable law. We may also impose undisclosed limitations on Service transactions (including, but not limited to, limits on the aggregate number or dollar amount of transactions that may be outstanding at any particular time or over a period of time), and we may change those limitations from

time to time in our discretion without notice to you. We maintain the confidentiality of such limitations and do not disclose them because disclosure could potentially jeopardize the security of accounts or electronic fund transfer systems.

External Transfers and Internal Transfers via the Online Service are each separately limited to a maximum of \$10,000 each business day (from the transfer cutoff time on a business day until the transfer cutoff time on the next business day). Additionally, External Transfers are limited to a maximum of \$30,000 per month. We, in our sole discretion, at any time and from time to time, without notice, may change these dollar amounts. A change is effective immediately. If you maintain your Online Service after a change, you agree to and are bound by that change. The dollar limit may be different if we notify you of a different limit. If account disclosures or other account documents list or impose limitations on the number of withdrawals or deposits permitted per month or statement period, you and Authorized User(s) must observe those limitations. If federal law and/or regulation, account disclosures or other account documents impose restrictions on savings accounts or money market accounts, you and Authorized User(s) must observe those restrictions. If account disclosures or other account documents list or impose limitations on the dollar amount of transfers, you and Authorized User(s) must observe those limitations. If account disclosures or other account documents list or impose other limitations (including, but not limited to, cut-off times, how long it takes to activate an account, holds on account(s), down time, funds availability, etc.), you and Authorized User(s) must observe those limitations. Payments can only be made with U.S. currency.

**8.2 Foreign Transactions.** No Payments may be made to Payees outside the United States

**8.3 Additional Limitations.** Additional limitations may be contained in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

## **Article IX. Parties' Responsibilities.**

### **9.1 Your Responsibility.**

#### **9.1.1 Compliance with Laws.**

**.1. Illegal Purposes; Internet Gambling.** You agree not to use any Service for any illegal purpose or in breach of any contract or agreement by which you are bound, and you agree to comply with all applicable laws, rules, and regulations in connection with your use of the Services. You acknowledge and agree that we have no obligation to monitor, review or evaluate your transactions for legality and that we may presume that all of your transactions are legal in all applicable jurisdictions. However, we reserve the right to decline any transaction that we believe is an illegal transaction or a high-risk transaction in any applicable jurisdiction. You agree not to use any Service to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to decline any transaction that we believe is an internet or online gambling transaction. You further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal.

**.2. OFAC.** You warrant to us that neither this Agreement nor any transaction contemplated by it will violate any currency exchange control regulations, economic or other sanctions regulations or any other legal restrictions applicable to you or to any of the transactions that will be made through your Service Accounts under this Agreement. You acknowledge and agree that certain transactions under this Agreement may be subject to regulations issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury. You further acknowledged and agree that if any transaction under this Agreement involves the payment of funds to a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, we shall have the right to suspend the transaction and to "block" the funds until OFAC issues a written release to us.

**9.1.2 Attempting Prohibited Transactions.** If you use the Service to attempt any transaction that you have agreed not to make or attempt, that exceeds the restrictions or limitations provided by the Agreement, or that is otherwise prohibited by applicable agreement, law, or regulation (any such transaction, a "Prohibited Transaction"), we may process or refuse to process such Prohibited Transaction in our sole and absolute discretion and without liability to you. To the fullest extent permitted by applicable law, you assume all risk relating to the proper scheduling, initiation, processing, transmission, receipt, and application of such Prohibited Transaction, and you release us from any and all claims, liabilities, and/or damages resulting from your making or attempting to make any such Prohibited Transaction through the Service, whether such claims, liabilities, and/or damages arise under this Agreement or otherwise (including, without limitation, any claims relating to any guarantee of timely delivery of a Payment that may be provided in the Agreement). Except as required by law, we have no obligation to research or resolve any claim resulting from a Prohibited Transaction, and any research and resolution regarding any misapplied, misposted, or misdirected Prohibited Transaction will be solely your responsibility and not ours.

**9.1.3 Delays.** You agree that we shall not be liable for any nonperformance or delay in the performance of any Service resulting from any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any Act of God, war, epidemic, strike, lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electrical power disruption or shortage, communication failure or any other condition or circumstance not within our reasonable control. You further agree and acknowledge that the performance and completion of Service transactions are subject to our business days and hours of operation, our published policies and procedures, the hours of operation of our internal departments performing Service transactions, the provisions of this Agreement, and the provisions of other agreements you may have with us (including, but not limited to, the agreements governing your Service Accounts), and you agree that we shall not be liable for any delay in the processing or settlement of Service transactions resulting from the foregoing.

## **9.2 Physical and Electronic Security.**

**9.2.1** You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as “malware,” “keystroke loggers,” and/or “spyware”), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

**9.2.2** You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). If you are a business, you agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

**9.2.3** In the event of a breach of the Security Procedure, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank’s agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Bank.

**9.3 Your Service Email Address.** You agree to keep any email address(es) you provide to us for notification purposes in connection with your enrollment in and activation of the Online Banking Service (“Service Email Address”), as well as your mailing address, current and updated with us at all times. To notify us of a Service Email Address or mailing address change, please call us at the telephone number provided in Section 12.6. of this Agreement during our normal business hours. You also may update your Service Email Address within the Online Banking Service. Except to the extent otherwise required by applicable law or regulation, you agree that we are under no obligation to re-send, re-transmit, or otherwise deliver to you any Services notifications or information that we have transmitted to your Service Email Address and that has been returned “undeliverable” or otherwise rejected for delivery.

**9.4 Duty to Inspect.** You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Bank. You must report all errors to the Bank for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time. If your service and accounts are established primarily for personal, family, or household purposes, the time period for reporting is not to exceed thirty (30) days from the date that the error is made. If you are a business, the time period for reporting is not to exceed sixty (60) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any

loss caused by the error.

**9.5 Financial Information.** Bank may from time-to-time request information from you in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement or any applicable Service Agreement. You agree to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If you refuse to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of you is unacceptable, Bank may terminate the Service according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any applicable Service Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

**9.6 Deadlines.** You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Agreement or, for business customers, any applicable Service Agreement and the Operating Instructions. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

### **9.7 Payment for Services.**

**9.7.1** You agree to pay Bank the fees established by Bank for rendering the Services under the terms of this Agreement or any applicable Service Agreement. Depending on which Online Banking services you subscribe to, you will be charged the applicable Online Banking fees as set forth in our Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed, you will be charged the applicable Monthly Fee(s) whether or not you use Online Banking.

**9.7.2** The Bank may change or add any fees for Online Banking by the procedures outlined in OXI for amending this Agreement. Fees charged for Online Banking services under this Agreement are in addition to any service charges or fees that apply to your accounts with us.

**9.7.3** You authorize the Bank to deduct all applicable Monthly Fees from any Account listed on the Online Banking Enrollment Form. If you close the Account(s) associated with the Service, Fees may be deducted from any other account you maintain with us or any of our affiliates. Furthermore, Bank may setoff against any amount it owes to you in order to obtain payment of your obligations under this Agreement or any applicable Service Agreement.

**9.7.4** In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Bank). You are also responsible for the costs or fees you may incur from third party telecommunication providers used by you in conjunction with the Service.

### **9.8 Additional Provisions for Business Customers.**

THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICE AND ACCOUNTS ESTABLISHED PRIMARILY FOR BUSINESS PURPOSES.

**9.8.1 Required Deposit Balance.** You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the Service Agreement establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service(s).

**9.8.2 Data and Information Supplied by You.** You shall transmit or deliver data and other information in the format and on the media as provided for in the Service Agreement and the Operating Instructions if applicable or as otherwise required by the Bank in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that Bank shall not examine the data for correctness and the Bank shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Bank shall not process, and Bank shall not be liable to you for failure to process, the data if it is not in the format specified by Bank or if the data is incomplete. Bank shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in this Agreement or any applicable Service Agreement and the Operating Instructions.

**9.8.3 Remotely Created Checks.** If you use a Service wherein you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you warrant to Bank that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

**9.8.4 Use of Services.** You will use the Services only for your own internal business use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED AND THAT YOUR USE OF THE SERVICES IS NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").

You acknowledge and agree that we reserve the right to refuse to process any Service transaction, inquiry or activity, in our sole and absolute discretion, without liability to you. Without limiting other limitations and exclusions set forth in this Agreement, to the fullest extent allowed by law, and subject only to our obligation to exercise ordinary care and good faith, you assume all risk related to or arising out of your activation of and enrollment in any Service, and you agree to be bound by any and all transactions and activity performed through the Services, whether authorized or unauthorized.

**9.8.5 Prohibited Transactions.** You agree not to use or attempt to use the Services (i) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (ii) to breach any contract or agreement by which you are bound, or (iii) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (iv) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (v) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Bank has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

**9.8.6. Transmission of Information.** You agree that we may transmit confidential information, including (without limitation) confirmations of Access Credentials, to the current address shown in our records for any of your Service Accounts or to your Service Email Address, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business.

**9.8.7. Authorized Users.** You acknowledge that anyone possessing Access Credentials may access and use the Services and/or your Service Accounts. You agree that you are responsible for maintaining the confidentiality and security of all Access Credentials and for implementing the necessary internal controls, balancing and reconciliation functions, and audit procedures to prevent fraud, misuse, and unlawful conduct regarding the Services and your Service Accounts. You agree to provide Access Credentials only to Authorized Users. You agree to instruct each Authorized User not to disclose any Access Credentials to any unauthorized person. Upon our request, you agree to designate a security administrator to whom we may distribute Access Credentials and with whom we may otherwise communicate regarding the use of Access Credentials and other security procedures. Your security administrator will be responsible for distributing, setting and establishing Access Credentials to and for your Authorized Users, for ensuring the proper implementation and use of the Access Credentials by your Authorized Users, and for establishing the scope of authority with respect to use of the Services by your Authorized Users. You agree to notify us immediately by calling us at the number provided in Section 12.6. of this Agreement if you believe that any Access Credentials have been stolen, compromised, or otherwise become known to persons other than Authorized Users (including persons whose authority as Authorized Users or security administrators has been revoked). You agree that we shall have a reasonable opportunity to act upon any such notification from you.

**9.8.8. Examining Records and Reporting Errors.** You agree to examine your periodic Service Account statements promptly and to promptly and regularly review transaction and activity information available through the Services, and you agree to notify us immediately of any discrepancies or unauthorized, duplicate, erroneous or erroneously executed transactions or activity. You should notify us of such matters by contacting us as provided in Section 12.6. of this Agreement or as otherwise provided with respect to particular Services. Without limiting the other terms, conditions, limitations, and provisions of this Agreement, you agree that you shall be precluded from asserting any claim whatsoever against us with respect to any Service transaction or activity unless you notify us in writing that the transaction or activity was unauthorized, duplicate, erroneous or erroneously executed within thirty (30) calendar days after we send or make available to you an advice through the Service or periodic statement reasonably identifying that transaction or activity. You acknowledge that this provision shortens the period within which you are required to give us notice of an unauthorized, duplicate, erroneous or erroneously executed payment order under Article 4A of the Uniform Commercial Code, as enacted in the applicable jurisdiction, and you expressly agree to be bound by that shortened period to the maximum extent permitted by law.

**9.8.9. Organizational Authority.** You represent and warrant to us that your acceptance and performance of this Agreement, and

the execution of any Service transactions and activity by you or on your behalf, are within your organizational power and have been duly authorized by all necessary organizational action. You further represent and warrant that the person who accepts this Agreement on your behalf and any person who at any time initiates any Service transaction or activity in such person's capacity as your agent, representative or other authorized capacity have been duly authorized to do so, and that this Agreement, together with any Service transaction or activity initiated by any such person, constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.

**9.8.10. Compliance with Laws, Rules, and Regulations.** You agree to comply with all existing and future instructions used by the Bank for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

## **9.9. The Bank's Responsibilities.**

Bank agrees to use ordinary care in rendering Services under this Agreement and any applicable Service Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Agreement and any applicable Service Agreement or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Bank under this Agreement and any applicable Service Agreement. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank. Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the foregoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

### **9.9.1 Access.**

We will not be liable under this Agreement or any applicable Service Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

### **9.9.2 Your Computer Equipment & Your Software.**

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox®, Microsoft Internet Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Online Banking Services.

### **9.9.3 Any Transaction or instruction.**

We will not honor a request for a Transfer if:

(i) it exceeds your collected and available funds on deposit with the Bank; (ii) it is not in accordance with any condition indicated by you and agreed to by the Bank; (iii) the Bank has reason to believe it may not be authorized by you; (iv) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (v) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (vi) it is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or, (vii) it is for the protection of the Bank or you, the Bank has reasonable cause not to honor.

## **Article X. Privacy and Confidentiality.**

### **10.1 Consumer Accounts and Services.**

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (i) where it is necessary for completing the transfers or processing or maintaining your Accounts; (ii) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (iii) in order to comply with legal process, government agency or court orders; (iv) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (v) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website at [www.trustmark.com](http://www.trustmark.com) and at our banking locations.

## **10.2 Business Accounts and Services.**

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Bank by you and your customers in connection with this Agreement and any applicable Service Agreement is confidential. Bank shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and Bank shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Agreement and any applicable Service Agreement, or to any other party to which the Bank may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Agreement and any applicable Service Agreement all information furnished to you by Bank or by third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Bank, you shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for your own benefit. Bank and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Consumer Financial Protection Bureau, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Bank in connection with this Agreement and any applicable Service Agreement or supplied or made available to you by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of this Agreement.

## **Article XI. Termination.**

### **11.1 Our Right to Terminate.**

We may terminate your right to use Online Banking and/or cancel your Online Banking Login ID or Password with or without cause or notice to you and/or any other person unless otherwise required by law. We will try to cancel future dated transfers and payments but may not be able to do so; you must call us at the telephone numbers provided in Section 12.6 to see if such payments and transfers were made, and you agree that we will not have any liability to you and/or any other person and/or entity regardless of whether such payments and/or transfers are or are not made. Future dated transfers and payments scheduled to be made 20 or more business days after termination of your Online Banking privileges will not be made.

### **11.2 Your Right to Terminate.**

You may terminate your Online Banking service if (i) you give us notice of termination at least 10 Business Days before you want your service terminated, (ii) your notice of termination states the date on which you want your service terminated, and (iii) before you give us notice of termination, you cancel and withdraw authority for future dated transfers and payments scheduled to occur after the date of termination listed in your notice of termination. Once you tell us that you are terminating Online Banking service, you agree not to (and will instruct Authorized User(s) not to) transmit any more transfer and/or payment instructions via Online Banking. You agree that we will not have any liability to you and/or any other person and/or entity regardless of whether future dated payments and/or transfers are or are not made once you tell us that you are terminating your Online Banking service. If you close your payment account(s) or linked account(s), the same guidance on canceling and withdrawing authority for future dated transfers and payments apply and you agree not to (and will instruct Authorized User(s) not to) transmit any more transfer and/or payment instructions via Online Banking.

### **11.3 Impact of Termination on Future Transfers and Payments.**

You acknowledge that if you close your account(s), future dated transfers and/or payments may or may not be made and you agree that we will not have any liability to you and/or any other person and/or entity regardless of whether such payments and/or transfers are or are not made. If we close a payment account, you agree not to (and will instruct Authorized User(s) not to) transmit any more payment instructions on that payment account and you acknowledge that future dated payments on that account may or may not be made and you agree that we will not have any liability to you and/or any other person and/or entity regardless of whether such payments are or are not made. If we close a linked account, you agree not to transmit any more transfer instructions on that linked account and you acknowledge that all future dated transfers on that linked account may or may not be made and you agree that we will not have any liability to you and/or any other person and/or entity regardless of whether such transfers are or are not made. Whether you or we terminate your Online Banking service and whether you or we close your payment account(s) or linked account(s), you agree to cancel (or withdraw authorization for) transfers and payments scheduled to occur after termination of Online Banking service or after closure of the account from which a transfer or payment is scheduled to be made. Whether you or we terminate your Online Banking service and whether you or we close your payment account(s) or linked account(s), you agree that you remain liable for funds you owe as a result of prior use of Online Banking and future dated transfers and payments which are made. You acknowledge that your notice of termination is not effective against us until we receive it and act on it.

#### **11.4 Impact of Termination on Transfers and Payments That Took Place Prior to Termination.**

This Agreement shall remain in full force and effect as to all transfers, payments, and stop payment orders that took place prior to termination. Our collection rights and remedies, and the force majeure, duty to comply with law and regulation, governing law, Internet disclaimer, proprietary rights, confidentiality, account reconciliation, retention of records, release, covenant not to use, hold harmless, defense, indemnity, limitation of warranties, exclusion of warranties, limitation of liability, assumption of liability, assumption of risk, waiver of privacy, waiver of right to object to transfers and payments, waiver of the right to object to actions and/or inactions of Authorized User(s), the right to examine mobile devices(s) and the right to review mobile device records provisions of this Agreement survive termination of this Agreement and continue to be binding on you.

#### **11.5 Rights Cumulative.**

Bank's election to terminate this Agreement and/or any applicable Service Agreement is in addition to any and all other remedies that may be available to Bank and will not affect any obligations you may have to Bank. Any reinstatement of the Service under this Agreement and/or any applicable Service Agreement will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

#### **11.6 Rights/Duties Upon Termination.**

Upon termination of this Agreement and/or any applicable Service Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within fifteen (15) days after the later to occur of (i) termination of this Agreement and/or any applicable Service Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Agreement and/or any applicable Service Agreement, (i) you will promptly pay to Bank all sums due or to become due under this Agreement and/or applicable Service Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

### **Article XII. Changes in Terms and other Amendments.**

#### **12.1 Consumer Accounts and Services.**

Where the EFTA and REG E apply, the Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Online Banking, at least 21 days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:

- a. Increased fees for you;
- b. Increased liability for you;
- c. Fewer types of available electronic fund transfers; or
- d. Stricter limitations on the frequency of dollar amount of transfers.

If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the next regularly scheduled periodic

statement or within 30 days of making the change permanent.

If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

Your continued use of Online Banking is your agreement to any amendments of the Agreement, including the Instructions as may be amended from time to time.

## **12.2 Business Accounts and Services.**

The Bank may amend the terms of this Agreement and any applicable Service Agreement, alter, change, or modify the Services provided under the terms of this Agreement and any applicable Service Agreement (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments by: (i) mailing a copy of the amendment to you at your most recent address shown on our records or, (ii) if you have previously agreed, by providing notice delivered to the last email address you have provided us or (iii) by electronic communication through Online Banking. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by Bank and agreed to by the Bank in writing.

## **Article XIII. Other Provisions.**

### **13.1 Electronic Notices.**

We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means. You agree to keep your e-mail address with the Service current.

You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. We are not able to guarantee the authenticity, privacy or accuracy of information sent or received by Internet e-mail. You assume all risks of communicating through Internet e-mail. You release us from, and agree that we are **not liable** to you for, losses and/or damages incurred as a result of communicating through Internet e-mail. Use the Secure Messages Link to send us confidential or private information, instead of using Internet e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Section 12.6.

### **13.2 Hours of Operation.**

Our representatives are available to assist you from the hours of 8:00 a.m. to 5:00 p.m. Central Time (Standard or Daylight), Monday through Friday, except holidays, by calling the number provided in Section 12.6.

### **13.3 Ownership of Website.**

The content, information and offers on our website are copyrighted by Bank and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated.

### **13.4 Web-linking Practices.**

Bank may provide access to information, products or services offered on other third-party web sites. The Bank is not responsible for, nor does Bank control, the content, products, or services provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites and is not liable for any failure of products or services advertised on those sites. In addition, each third-party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

### **13.5 Geographic Restrictions.**

The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

### **13.6 Contact Information.**

In case of questions about the Online Banking Service, contact customer service at:

Consumer Accounts  
Trustmark National Bank  
Attn: Personal Online Banking Customer Support  
Telephone numbers: 1-866-794-5102  
Fax number: 601-208-6761  
E-mail to: [mytrustmarksupport@trustmark.com](mailto:mytrustmarksupport@trustmark.com)

Business Accounts  
Trustmark National Bank  
Attn: Corporate Treasury Services Customer Support  
Telephone numbers: 601-961-6000 or 1-800-CHECK-24 (1-800-243-2524)  
E-mail to: [corporatetreasuryservices@trustmark.com](mailto:corporatetreasuryservices@trustmark.com)

### **13.7 Incorporation of Terms and Conditions of Deposit Account Agreement.**

You acknowledge and agree that your demand deposit account maintained with Bank is an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, certifications, signature cards and forms governing your demand deposit account required by Bank. If you have not signed the foregoing forms required by Bank, by signing this Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Bank.

### **13.8 Effective Dates.**

The effective date of this Agreement and any applicable Service Agreement shall be the date upon which the Agreement is executed by you and accepted by Bank.

### **13.9 Internet Disclaimer.**

For any Service(s) described in this Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet and/or mobile networks. Such flow depends in large part on the performance of Internet Services and/or mobile networks provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet or mobile networks (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure or mobile networks, your ability to connect to the Internet or mobile networks, or Bank's ability to connect to the Internet or mobile network on your behalf.

### **13.10 Retention of Records.**

We will not be required to retain instructions or information about transfers, payments, stop payment requests, stop payment orders, check reorders, or transactions under this Agreement for longer than the period required by appropriate banking regulations or laws. In the event you fail to timely report to us an alleged failure to follow your or Authorized User(s)'s instructions, any records of such instructions retained by us or any good faith attempt by us to reconstruct the contents of the instructions will be conclusively presumed to be correct.

### **13.11 Right to Rely.**

We are entitled to rely on any communication, instrument, instruction, transfer, payment, transaction, stop payment request,

stop payment order, check reorder, order or document we believe in good faith to be genuine and correct and to have been given, signed and/or sent by you, authorized signer or Authorized User; you agree that we will not be liable to you and/or a third party for the consequences of any such reliance.

### **13.12 Data Correction.**

We are not obligated to discover or correct any error in any instruction or data and are entitled to rely on the information contained in any instruction from you or Authorized User(s). If we discover any error in any instruction or data or if our computer system rejects any instruction or data for any reason, we may return such instruction or data to you for appropriate corrective action and/or resubmission. At your or Authorized User(s)'s request, we may correct any such error but are not obligated to do so and will not be responsible for the accuracy of any such correction undertaken by us. You agree to promptly verify any instruction and/or data so corrected by us.

### **13.13 Offset; collection costs.**

If your use of Online Banking Service, or that of Authorized User(s), creates an overdraft in a payment account or in a linked account, you agree to immediately pay us the amount of the overdraft. You agree that we may deduct the amount of the overdraft from the next deposit or credit without regard to the source thereof, may charge the amount of the overdraft to any deposit account you (alone and/or with others) have with us even if such a charge causes an overdraft on that account or causes withdrawals on that deposit account to be dishonored (not paid), and/or may use any and all other collection remedies. You agree that if we take any action to collect an overdraft or other funds due to us as a result of your use of Online Banking Service (or that of Authorized User[s]), you will pay the dollar amount of the overdraft and/or other funds due us and all collection costs including, but not limited to, reasonable attorneys' fees, court costs, collection agency fees, and interest.

### **13.14 Data Recording; Consent to Communications.**

You agree that we may (without any obligation) record, retain, and/or monitor any communications (including, without limitation, telephone conversations) between you and us without further notice to any person. You also acknowledge and agree that when you use the Services the transaction and other information you enter may be recorded and retained by us. All such information, data, and communications recorded, retained, or monitored by us (collectively, "Service Data") shall be and remain our property, and we shall have no obligation to provide Service Data or copies thereof to you, subject to the requirements of applicable law. If you request us to make Service Data available to you, and if we agree to provide Service Data to you, you agree to pay our fees and charges for making the Service Data available to you or to any third party at your request. You acknowledge that you are responsible for the maintenance and storage of your own data and other information created through your use of the Services. You agree that we may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, email, or other electronic message to administer and manage the delivery of the Services to you, to collect any amounts you may owe under with respect to Services or for other informational purposes related to the Services (each a "Communication"). You agree that we may call or text you at any telephone number that you provide in connection with the Services, including cellular telephone numbers. You understand and agree that you are not required to provide such consent with respect to Communications made to your cellular telephone number(s). If you wish to revoke your consent to be contacted at any cellular telephone number using an automatic telephone dialing system and/or an artificial or prerecorded message, you agree to provide us with such information as we may request in order to process the revocation of your consent. To help us facilitate such a request, you may call us at 1-866- 7 9 4 - 5 1 0 2 . You acknowledge and agree that we may from time to time communicate directly with any party to any of your Service transactions or activity (including, without limitation, payees of payment transactions executed through any Service) in order to perform and deliver the Services and to process and execute Service transactions.

### **13.15 Errors or questions.**

You agree to timely review transfers, payments, stop payment orders, check reorders and services provided to you via Online Banking Service, to tell us at once if you have questions about or think that errors occurred on a transfer, payment, stop payment order, check reorder or other Online Banking service, and to follow the error resolution procedure in our Electronic Funds Transfers Disclosure. If you do not, we have no liability for (and no duty to correct) the errors.

### **13.16 Unauthorized use of Online Banking Service.**

You agree to use the Online Banking Service and your Online Banking Login ID and Password only in a manner and for purposes we authorize. You agree that if you, or an Authorized User, use or try to use the Online Banking Service or your Online Banking Login ID or Password in an unauthorized manner or for an improper purpose (such as excessive and/or repeated overdrafts), we may reject the transaction or, at our sole option, may honor the transaction without a duty to do so in the future and we, without notice to you, may immediately terminate your right to use.

### **13.17 Notice.**

We can give you notice (including legally required disclosures) by mail, e-mail, Online Banking Service or posting. Our notice to you is effective when (i) put in U.S. mail, postage prepaid, addressed to your last known statement mailing address, (ii) sent to your Service Email Address(es), (iii) sent via secure mail in Online Banking or (iv) posted on our website or on the Online Banking Service or in our offices for a reasonable time. You agree to check your Online Banking service daily and to check your e-mail daily. You agree to notify us if your e-mail address and/or statement mailing address changes. You agree that anyone at your statement mailing address or anyone using your e-mail is your agent to receive notice.

You may give us notice concerning **consumer accounts and services** by (i) calling 1-866-794-5102 **and** then sending written notice to Personal Online Banking by fax to 601-208-6761 or by an e-mail to [mytrustmarksupport@trustmark.com](mailto:mytrustmarksupport@trustmark.com), (ii) sending a secure e-mail via the Secure Messages Link in Online Banking or (iii) mailing a written notice to Trustmark National Bank, Attn: Personal Online Banking, P.O. Box 291, Jackson, MS 39205-0291.

You may give us notice for **business accounts and services** by (i) calling 601-961-6000 or 1-800-243-2524 **and** then by sending immediate written notice to Corporate Treasury Services Support by email to [corporatetreasuryservices@trustmark.com](mailto:corporatetreasuryservices@trustmark.com), (ii) sending a secure e-mail via the Secure Messages Link in Online Banking or (iii) mailing a written notice to Trustmark National Bank, Attn: Corporate Treasury Services Support, P.O. Box 291, Jackson, MS 39205-0291.

We may change our phone number and address by posting a different phone number or address on Online Banking. You agree to check Online Banking for this information. Your notice to us is effective when we receive and act on your notice.

### **13.18 New Services; Third Party Services.**

We may introduce new electronic banking and financial services or add enhancements to existing Services from time to time. By using such new services or enhancements after they become available, you agree to be bound by all terms and conditions applicable thereto. From time to time we also may arrange for third parties not affiliated with us to make their products and services ("Third Party Services") available to you, and we may provide hyperlinks to external websites owned or operated by such third parties. Third Party Services may be subject to separate terms and conditions between you and the provider of such services. In the event of a conflict between the terms of this Agreement and the terms of any agreement between you and the provider of a Third-Party Service, the terms of this Agreement shall control with the respect to legal relationship between you and us as addressed in this Agreement. Unless we otherwise agree in writing, and subject to applicable law, the provider of any Third Party Service is solely responsible for the Third Party Service and we shall have no responsibility or liability to you therefor. No breach or default by the third party provider with respect to any Third Party Service shall in any way relieve you of your obligations to us under this Agreement or allow you to withhold the performance thereof. You agree to indemnify, defend, and hold us harmless from and against any and all liability, losses, or claims arising out of or in any way related to any breach or default on your part with respect to any agreement you may have with the provider of any Third Party Service. The privacy, information-sharing, and security policies of any provider of a Third Party Service may differ from our policies, and you are responsible for reviewing and understanding the provider's policies before you obtain a Third Party Service.

### **13.19 No Obligation to Lend Money.**

You agree that nothing in this Agreement shall be deemed to constitute a credit facility of any kind or nature whatsoever in favor of you even if the Services rendered are in conjunction with a line of credit or even if the Service terms and conditions make reference to a line of credit. You represent and warrant to Bank that you understand and acknowledge that this Agreement does not create any right to borrow funds from Bank and that Bank has no obligation to lend funds to you in providing the Services that are the subject of this Agreement. In the event that Bank shall perform a Service for you that creates an overdraft on your account(s) such action(s) by Bank will not establish a course of dealing or conduct between the parties that would require Bank to perform any subsequent Service which would also create an overdraft.

### **13.20 Limitation of Liability.**

**13.20.1** YOU AGREE THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13.20.2** TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT OR ANY APPLICABLE SERVICE AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF

THE FOREGOING, IF YOUR USE OF THE SERVICE IS NOT PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, IN NO EVENT WILL BANK BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY BANK DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

**13.20.3** YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.

**13.20.4** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, LOSS OF DATA, NON-INFRINGEMENT OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

**13.20.5** BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**13.20.6** BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

**13.20.7** WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF THE SERVICE WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THE TERMS OF THIS AGREEMENT.

**13.20.8 E-mail; Internet.**

We are not responsible for, and you hereby release us from, any and all claims, loss or damages resulting from, or in way related to, any computer virus or related problems that may be associated with using electronic mail and/or the Internet.

**13.21 Force Majeure.**

The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement and any applicable Service Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

**13.22 Reimbursement.**

Any reimbursement by Bank for any liability hereunder may be made either directly to you or by adjustment of the aggregate

ledger and collected balances of your accounts.

### **13.23 Indemnification.**

In addition to other indemnification and liability provisions elsewhere in this Agreement and any applicable Service Agreement, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Bank and Vendor, and their respective employees and agents, from and against all claims of any sort by third parties or others arising out of this Agreement and any applicable Service Agreement, including all losses and expenses incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement and any applicable Service Agreement, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement and any applicable Service Agreement, (iv) your breach of applicable laws, rules or regulations, (v) invasions of Customer's or Administrator's privacy, (vi) transmission of incorrect or incomplete data, and/or (vii) computer virus, theft, account takeover, and/or invasion whether caused by, enabled by or aided by Customer or User(s), (xxvii) addition of each and every CSA to this Business Online Banking Service. This section shall survive the termination of this Agreement with respect to acts or omissions occurring during its term.

### **13.24 ARBITRATION AND WAIVER OF JURY TRIAL.**

**YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT OR ANY SERVICE AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND BANK, OR BETWEEN YOU AND ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT OR ANY SERVICE AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIALY REASONABLE RULES OF ARBITRATION, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. IF A CLAIM IS SUBMITTED TO ARBITRATION, (i) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (ii) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (iii) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (iv) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT OR ANY SERVICE AGREEMENT.**

### **13.25 Governing Law.**

The terms and conditions of this Agreement and any applicable Service Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to its conflict of law provisions and without regard to your state of residence.

### **13.26 Jurisdiction; Forum Selection.**

All actions and proceedings arising out of or relating to this Agreement shall be heard by an arbitrator as set forth in Section 12.24. and the parties hereby consent and agree that the sole forum for arbitration will be in Hinds County, Mississippi. Each party hereby irrevocably waives, to the fullest extent permitted by the law, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in Hinds County, Mississippi and further irrevocably waives any claim that any arbitration brought has been brought in an inconvenient forum.

### **13.27 Enforcement.**

In the event a dispute arises either directly or indirectly under this Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in the State of Mississippi. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorneys' fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

### **13.28 Miscellaneous Provisions.**

**13.28.1 Headings.** The headings and captions contained in this Agreement and any applicable Service Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement and any applicable Service Agreement or its interpretation, construction, or meaning.

**13.28.2 Severability.** The holding of any provision of this Agreement and any applicable Service Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement and any applicable Service Agreement, which shall remain in full force and effect.

**13.28.3 Waiver.** No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you under this Agreement and any applicable Service Agreement shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

**13.28.4 Binding Effect.** This Agreement and any applicable Service Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

**13.28.5 Entire Agreement.** This Agreement and any applicable Service Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

**13.28.6 Transfers and Assignments.** You cannot transfer or assign any rights or obligations under this Agreement and any applicable Service Agreement without Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement and any applicable Service Agreement to a company affiliated with the Bank or to any other party.

### **13.29 Authority and Joint Accounts.**

#### **THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICES AND ACCOUNTS ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.**

You hereby represent and warrant that you have full right, authority and power to execute, deliver and perform this Agreement. If this Account is a joint account, you are jointly and severally liable under this Agreement. Pursuant to the terms of your Deposit Account Agreement, you agree that each depositor of a joint Account irrevocably appoints the other depositor(s) as his or her attorney-in-fact and agent and may act alone without the consent of other joint Account owners to conduct all business with respect to the Account including, but not limited to, (i) contracting for services on the Account (such as, online banking and e-statements, etc.), (ii) issuing stop payment orders, (iii) depositing funds to the Account, (iv) withdrawing funds from the Account, (v) overdrawing the Account, (vi) closing the Account and receiving the balance of funds on deposit, (vii) changing account types, (viii) adding or removing authorized signers, (ix) adding or removing Authorized Users for Online Banking, (x) giving other(s) the authority to receive Account information and transact business on the Account, pledging to Bank or a creditor all or part of the Account or funds in the Account, (xi) authorizing release of Account information, (xii) giving and receiving notices, instructions and Account information, (xiii) adding owners, unless otherwise provided by law, (xiv) endorsing for any other depositor any Item (as defined in the Deposit Account Agreement) payable to any other depositor (or payable jointly to any other depositor and any other person) and either depositing the Item in the Account or receiving all or any part of the Item in cash, etc., (xv) terminating this Agreement, and (xvi) taking actions or performing under this Agreement. We are not required to obtain the consent of, or notify any other of you. We have no duty to ensure that transactions are for the Account owner's benefit. However, each of you will only be permitted to access Accounts for which you are an owner or Authorized User.

Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Online Banking Account or Online Banking Services. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorneys' fees) arising from any such claims or actions, including right to privacy claims arising under federal or state law and/or regulation, common law or case law.

**(Revised July 2023)**