



# TrustTouchWeb Agreement (Date of form - 8/06)

This Agreement is between you and Trustmark™ National Bank. It governs services and electronic funds transfers via TrustTouchWeb®. By using (or letting another use) TrustTouchWeb, you agree to the terms of this Agreement, our Electronic Funds Transfers Disclosure and our Electronic Delivery Notice. The terms of our deposit account agreement that are not inconsistent with this Agreement also apply to the use of TrustTouchWeb. **You specifically agree that even if your account requires multiple signatures for withdrawals, TrustTouchWeb withdrawals may be made by one accountholder or one authorized signer/user.** Contact information for TrustTouchWeb and customer support (“Internet Banking Services”) is on TrustTouchWeb.

## DEFINITIONS

**Access device** – a means of access to your accounts that may be used to initiate electronic funds transfers or other TrustTouchWeb services; examples of an access device include your TrustTouchWeb user ID (or login ID) or TrustTouchWeb password.

**Authorized signer** - an authorized signer on your deposit account with us.

**Authorized user** - authorized signer(s) and anyone you (or an authorized user) let use your TrustTouchWeb user ID (login ID), TrustTouchWeb password or other device to access TrustTouchWeb, your linked account(s) or your payment account(s).

**Bank, we, our, or us** - Trustmark National Bank.

**Business day** - Monday through Friday excluding holidays.

**Cutoff time** - the time on a business day by which instructions must be transmitted via TrustTouchWeb for the instruction to be acted on that night. Different cutoff times may apply to payments, transfers and stop payment orders on checks. Cutoff times are on TrustTouchWeb and may be changed by us without notice.

**Due date**- date shown on statement from payee as the date payment is due. It is not the late date or a date during the grace period.

**Electronic funds transfer** - a transfer of funds pursuant to an instruction sent on TrustTouchWeb to debit (withdraw funds from) a linked account or a payment account; examples include a transfer (as defined below) or a payment (as defined below).

**Linked account** - your “account” with us from which a transfer (as defined below) may be made. The initial linked account is designated on the TrustTouchWeb enrollment form. Your other “accounts” at Trustmark may be added as a linked account if you (or an authorized user) use the Messages Link in TrustTouchWeb to tell us the number of the “account” to be added. (“Account” means a consumer checking or savings account with us but not a payroll card account or a time deposit account or another type of deposit account that we may now or hereafter choose to exclude from the definition of “account”.) We reserve the right to refuse to accept an account as a linked account.

**Loan and/or deposit account(s) with us** – your account(s) with us listed on the TrustTouchWeb enrollment form for “account inquiry” (viewing of account information) or added by you (or an authorized user) via the Messages Link in TrustTouchWeb.

**NSF** - non-sufficient funds.

**Payee** - the person to whom or entity to which a payment is directed.

**Payment** - an electronic funds transfer from a payment account to a payee.

**Payment account** - your checking account with us from which a payment (as defined above) may be debited. The initial payment account is designated on the TrustTouchWeb enrollment form. Your other checking account(s) at Trustmark may be added as a payment account if you (or an authorized user) use the Messages Link in TrustTouchWeb to tell us the number of your other checking account(s) to be added. We reserve the right to refuse to accept an account as a payment account.

**Payment instruction** - the information provided by you (or an authorized user) for a payment to be made to a payee.

**Preauthorized** - an electronic funds transfer authorized in advance to recur at substantially regular intervals.

**Scheduled payment date** - the business day listed in the payment instruction as the day on which a payee is to receive payment. If a future dated scheduled payment date falls on a non-business day, the scheduled payment date will be deemed to be the previous business day.

**Scheduled transfer date** - the business day on which funds are to be transferred from a linked account. If a future dated scheduled transfer date falls on a non-business day, the scheduled transfer date will be deemed to be the previous business day.

**Transfer** - an electronic funds transfer from a linked account to a deposit account with us, to a loan with us (other than a credit card), or to a deposit account at another bank.

**Transfer instruction** - the information given by you (or an authorized user) for a transfer to be made.

**Unauthorized electronic funds transfer** - an electronic funds transfer from a linked account or a payment account initiated by a person other than you without actual authority to initiate the transfer and from which you receive no benefit. An unauthorized electronic funds transfer does not include an electronic funds transfer initiated by (1) an authorized user, (2) a person to whom you (or an authorized user) gave your access device, (3) you with fraudulent intent or by another acting in concert with you or (4) us.

**You or your** - the account holder(s), individually and collectively.

## ELIGIBILITY FOR AND SETUP OF TRUSTTOUCHWEB

To be eligible for TrustTouchWeb, you must have a deposit account or loan with us. Before using TrustTouchWeb, you or an authorized signer must

1. Read and consent to the Electronic Delivery Notice,
2. Read and agree to the terms of the TrustTouchWeb Agreement and Electronic Funds Transfers Disclosure,
3. Complete the enrollment process on TrustTouchWeb,
4. Print, complete, sign and date the TrustTouchWeb enrollment form and return it to Internet Banking Services,
5. Get a TrustTouchWeb user ID (login ID) and TrustTouchWeb password from us, and
6. Have a computer with Internet access.

## USE OF TRUSTTOUCHWEB

Subject to limitations discussed below and on TrustTouchWeb, you or authorized users may use TrustTouchWeb to

1. Make a transfer (as defined above) from a linked account,
2. Make a payment (as defined above) from a payment account,
3. View account information (such as, balance and recent transactions) on loan and/or deposit account(s) with us (“account inquiry”) (Account information must be adjusted by withdrawals, debits, deposits, loan payments, and loan charges not yet posted.)
4. Reorder checks on a linked account, or
5. Transmit a stop payment order on a check written on a linked account.

We may expand or restrict the uses of TrustTouchWeb. TrustTouchWeb may be unavailable during maintenance.

## DEACTIVATION OF YOUR TRUSTTOUCHWEB PRIVILEGE

If your TrustTouchWeb service is not used on a regular basis or if you do not log on to TrustTouchWeb for 120 consecutive days, we (without notice to you and at our sole option) may deactivate your TrustTouchWeb privilege. To use TrustTouchWeb after your TrustTouchWeb privilege has been deactivated, you must contact Internet Banking Services. It may take several days to reactivate TrustTouchWeb service.

## TRANSFERS VIA TRUSTTOUCWEB

You (or an authorized user) may transfer funds from a linked account to a deposit account with us, to a loan with us (other than a credit card), or to a deposit account at another bank (“transfer”) if you or an authorized signer check the appropriate box and provide the information required on the TrustTouchWeb enrollment form. 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 Messages Link in TrustTouchWeb and providing the information we require. A change is effective when we act on it.

**Transfer instruction** - To make a transfer, a transfer instruction with the information required on TrustTouchWeb must be sent to us via TrustTouchWeb. You agree to comply with on-line TrustTouchWeb instructions.

**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.

**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 TrustTouchWeb and may be changed by us without notice to you. A scheduled transfer date (for a future dated transfer) falling on a non-business day will be deemed to be the previous business day.

**Transfer cutoff time** - Transfer instructions transmitted to us via TrustTouchWeb by the transfer cutoff time on a business day will be acted on by us that night; transfer instructions sent to us on a non-business day or after the transfer cutoff time on a business day will be acted on the night of the next business day. (The day a transfer instruction is acted on by us may differ from the day listed as the scheduled transfer date.) The current transfer cutoff time is listed on TrustTouchWeb and may be changed by us without notice.

**Authorization to debit account** - When you, or an authorized user, transmit a transfer instruction via TrustTouchWeb, you authorize us to follow the transfer instruction and you authorize us, on the scheduled transfer date, to debit (deduct) the transfer amount 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).

**Sufficient funds; overdrafts** - 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 have no liability to you. You agree that if the transfer is not made, the account will incur a non-sufficient funds fee. You agree that if the transfer is made (creating an overdraft), the account will incur an overdraft fee. You agree that we are not required to notify you if a transfer is not made due to insufficient funds and that you will look on TrustTouchWeb to see if a transfer was made and will reschedule a transfer if necessary. 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.

**Transfer to a deposit account with us** - If a transfer instruction is transmitted to us 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 we process that night. (The terms of the preceding sentence are subject to the terms of the preceding paragraph on “Sufficient funds; overdrafts”.) 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.

## **PAYMENTS VIA TRUSTTOUCHWEB**

You (or an authorized user) may use TrustTouchWeb to make payments if you or an authorized signer check the appropriate box and provide the information required on the TrustTouchWeb enrollment form. You (or an authorized user) may add or delete (“change”) payment accounts by using the Messages Link in TrustTouchWeb 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.

**Payment instruction** - To make a payment, a payment instruction with the information required on TrustTouchWeb must be sent via TrustTouchWeb. You agree to comply with on-line TrustTouchWeb instructions.

**Scheduled payment date** - The scheduled payment date is the business day listed in the payment instruction as the day on which the payee is to receive payment.

**Future dated payments** - A payment may be scheduled to occur in the future (on a one-time basis or on a recurring basis). TrustTouchWeb sets a maximum future date and the recurring frequencies. We may change the maximum future date and the recurring frequencies without notice. A scheduled payment date (for a future dated payment) falling on a non-business day will be deemed to be the previous business day.

**Payment cutoff time** - Payment instructions transmitted via TrustTouchWeb by the payment cutoff time on a business day will be acted on that night; payment instructions transmitted on a non-business day or after the payment cutoff time on a business day will be acted on the night of the next business day. (The day a payment instruction is acted on may differ from the scheduled payment date.) The current payment cutoff time is listed on TrustTouchWeb and may be changed by us without notice.

**Due date** - The scheduled payment date must be no less than 5 business days before the actual day a payment is due, not the late date and/or a date in the grace period (“due date”). If the 5-business day rule is not observed, payment may not arrive on time. You agree that this 5-business day rule governs even if TrustTouchWeb lets a shorter time period be used. You acknowledge that due to circumstances beyond our control (such as, delays in handling and posting payments by payees), some payments may take even longer to be credited to an account with a payee. If you (or an authorized user) do not allow enough time for the payee to receive and process the payment on or before the due date, you may be responsible for late charges, finance charges, interest, penalties, damages, and any action taken by the payee. The payment cutoff time must be factored into the calculation of the required 5 business days.

**Processor** - A third party processes payment instructions transmitted via TrustTouchWeb. You authorize us to release payment instructions and information about your accounts with us to the processor, to discuss matters with the processor, and to access information about payments.

**Payment authorization** - When you, or an authorized user, transmit a payment instruction via TrustTouchWeb, you authorize the payment processor to follow the payment instruction, to initiate a debit to or a draft on the payment account for the payment amount specified in the payment instruction, and to remit funds to the payee 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 earliest of the scheduled payment date or the date a debit or paper draft for the payment amount is presented to us for payment. You authorize the payment account to be credited for a payment that is returned.

**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 are not required to verify available funds. You agree that if a payment request, 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 have no liability to you. You agree that if the debit is not made due to insufficient funds, the account will incur a non-sufficient funds fee. You agree that if the debit is made (creating an overdraft), the account will incur an overdraft fee. If we do not debit the payment account for the payment amount due to insufficient funds in the payment account, the payment processor may (but is not required to) fund a payment; if the processor does, the processor has certain rights to pursue you for the payment. You agree that we are not required to notify you if a payment is not

made due to insufficient funds. You agree to look on TrustTouchWeb to verify whether a payment was or was not made and, if necessary, to reschedule the payment.

**Payment by check/draft** - Most payments are sent by electronic means. You agree that a check/draft can be issued to a payee in the payment amount specified in a payment instruction.

**Prohibited payments; exception payments** – You agree that a payment may not be used to a payee outside the United States. We strongly discourage you from using a payment to pay taxes, a governmental fine or penalty, or a court ordered payment. We cannot guarantee that such payments will be timely or will be made. Such payments are at your risk. You agree that we will not have any liability to you or to any other person or entity regardless of whether such a payment is or is not made.

**Payee limitations** - The payment processor may refuse to accept a payee 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.

## **LIMITATIONS ON TRANSFERS AND PAYMENTS**

**Limitation on dollar amount** - Transfers are limited to a maximum of \$10,000 from each linked account each business day (from the transfer cutoff time on a business day until the transfer cutoff time on the next business day). Payments are limited to a maximum of \$10,000 from each payment account each business day (from the payment cutoff time on a business day until the payment cutoff time on the next business day). These limits may be different if we separately notify you of a different limit. A transfer or payment may not exceed (1) the available account balance or (2) the maximum amount stated above, except a transfer or payment exceeding the available account balance may be approved if the account is tied to an overdraft protection agreement with us or if we, in our discretion, decide to approve payment of an overdraft on the account. Each transfer or payment resulting in an overdraft on your account will incur an overdraft fee, the amount of which is disclosed in our miscellaneous service fee schedule. See our deposit account agreement for more information about non-sufficient funds and overdrafts.

**Limitation on savings accounts** - Under federal regulations, transfers from a savings account to another account belonging to you at Trustmark or to a third party by preauthorized, automatic or telephone transfers (including fax and our home or Internet banking service) are limited to six per calendar month or statement cycle (depending on the type of account you have), with no more than three of the six (by check, draft, debit card or similar order made by you or any authorized signer) and payable to third parties. If you violate or attempt to violate this limitation, we may reject or reverse the transfer, may close your account, or may transfer your funds to a non-interest bearing account.

## **EDITING OR CANCELING TRANSFERS/PAYMENTS; WITHDRAWING AUTHORIZATION**

**Required editing** - If information in a (one-time or recurring) future dated transfer instruction or payment instruction becomes incorrect, you agree to timely edit the transfer instruction or payment instruction to correct it. To edit a transfer instruction or payment instruction, follow the instruction on TrustTouchWeb.

**When and how to cancel or edit a transfer instruction** - A transfer instruction may be edited or canceled by you (or an authorized user) on TrustTouchWeb anytime up until the transfer cutoff time on the scheduled transfer date. Just follow the directions on TrustTouchWeb. There is no charge.

**When and how to cancel or edit a payment instruction** - A payment instruction may be edited or canceled by you (or an authorized user) on TrustTouchWeb as long as the on-line TrustTouchWeb system allows you to do so. Just follow the directions on TrustTouchWeb. There is no charge. (Once the payment processor starts the remittance process, you cannot edit or cancel a payment instruction.)

**Withdrawing authorization for a recurring transfer or payment** - If you want to completely stop a recurring transfer or payment, as opposed to stopping or canceling a future dated transfer or payment set for a specific day, follow the instructions on TrustTouchWeb to withdraw your authorization for that recurring transfer or payment.

## **USING TRUSTTOUCHWEB TO PLACE A STOP PAYMENT ORDER ON A CHECK**

To use TrustTouchWeb to place a stop payment order on a check, follow the directions on TrustTouchWeb and provide the information required by TrustTouchWeb. We use our computer system to act on stop payment orders; so, we can only stop payment if you give us the information required by TrustTouchWeb. 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. If you do not give us all of this information and we do not stop payment, we are not liable. Other information on stop payments is in the Trustmark deposit account agreement.

**A stop payment request transmitted on TrustTouchWeb does not process automatically and is not effective as of the time you enter it. We must still act on it and load a stop payment order on our computer system.** When a stop payment instruction is transmitted to us via TrustTouchWeb on a business day prior to the stop payment cutoff time, we do not act on the stop payment instruction until that night. We will not act on a stop payment request

transmitted via TrustTouchWeb on a non-business day or after the stop payment cutoff time on a business day until the night of the next business day. **It is possible that we may pay a check or other withdrawal after a stop payment instruction was transmitted on TrustTouchWeb but before the stop payment instruction is acted on by us and a stop payment order is loaded on our computer.** 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 time to process a stop payment request made at a branch or through the Contact Center may be shorter. The current stop payment cutoff time is on TrustTouchWeb and may be changed by us without notice.

### **TERMINATION OF TRUSTTOUCHWEB PRIVILEGES**

We may terminate your right to use TrustTouchWeb and/or cancel your TrustTouchWeb user ID (login ID) or password with or without cause or notice to you 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 Internet Banking Services to see if such payments and transfers were made, and you agree that we will not have any liability to you 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 TrustTouchWeb privileges will not be made. You may terminate your TrustTouchWeb service if (1) you give us notice of termination at least 10 days before you want your service terminated, (2) your notice of termination states the date on which you want your service terminated, and (3) 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 TrustTouchWeb service, you agree not to transmit any more transfer and/or payment instructions via TrustTouchWeb. You agree that we will not have any liability to you regardless of whether future dated payments and/or transfers are or are not made once you tell us that you are terminating your TrustTouchWeb 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 transmit any more transfer and/or payment instructions via TrustTouchWeb. 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 regardless of whether such payments and/or transfers are or are not made. If we close a payment account, you agree 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 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 regardless of whether such transfers are or are not made. Whether you or we terminate your TrustTouchWeb service and whether you or we close your payment account(s) or linked account(s), you remain liable for funds you owe as a result of prior use of TrustTouchWeb and future dated transfers and payments which are made.

### **LIMITATIONS ON LIABILITY**

You agree that we are not liable for a failed transfer or payment or for a transfer or payment not made on time or in the correct amount if

1. Through no fault of ours, the payment account designated in the payment instruction does not have sufficient funds to make the payment or the linked account designated in the transfer instruction does not have sufficient funds to make the transfer,
2. You have an agreement with us for overdraft protection and the transfer or payment would go over the available credit limit on your overdraft line,
3. The transfer or payment would exceed the applicable limit on the number or dollar amount of transfers or payments,
4. The computer, Internet, TrustTouchWeb system, or processor's system was not working properly and you (or an authorized user) knew or should have known about it when starting or transmitting the transfer or payment instruction,
5. Circumstances beyond our control or the processor's control (such as act of God, terrorism, insurrection, riot, strike, civil disturbance, fire, flood, other catastrophe, system failure, interference from an outside source, computer virus or other problems associated with an on-line system) prevented or delayed the transfer or payment despite reasonable precautions taken by us or a processor,
6. Funds in the payment account or linked account are subject to legal process or other encumbrance or hold,

7. The transfer or payment was not completed because you reported to us that your access device was stolen or that the transfer or payment was without your permission or because we otherwise believed that a security breach occurred or was occurring on the use of your account or TrustTouchWeb service,
8. You (or an authorized user) gave improper instructions or tried to use an access device or TrustTouchWeb in an unauthorized or illegal fashion or to make a transfer or a payment that would violate the law,
9. You (or an authorized user) did not give us the correct information necessary to complete the transfer or payment such as the name of the party to receive payment, the transfer amount (or payment amount), and applicable account information,
10. You (or an authorized user) did not follow instructions for a transfer, payment or other TrustTouchWeb service,
11. You (or an authorized user) did not have or use proper computer or Internet access,
12. Software, hardware, electronic device (telephone, computer, modem, etc.), communication line, or network, etc. was not working properly and you (or authorized user) knew or should have known about the malfunction when transmitting a transfer or payment instruction,
13. A technical malfunction happened at the time a preauthorized transfer or payment should have occurred,
14. You do not edit future dated transfers or payments when the information in a transfer instruction or payment instruction, while correct when given, becomes incorrect prior to the scheduled transfer date or payment date,
15. TrustTouchWeb privileges had terminated or had been deactivated or your TrustTouchWeb password had expired,
16. Your account was closed or
17. A transfer or payment was not completed on time due to postal delays, payee mishandling, processing delays or failure by you (or an authorized user) to allow enough time for a payee to get payment.

Other exceptions may be stated in our Electronic Funds Transfers Disclosure, deposit account agreement, or another agreement with you. If a limitation of liability referenced in this paragraph 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 TrustTouchWeb, and that you have no claim against us or a processor for defects in goods or services from a payee.

## **GENERAL TERMS AND CONDITIONS**

**Privacy** - You authorize us to discuss transfers and/or payments with third parties if necessary to complete a transfer or payment, to verify the existence of your account for a third party (such as a merchant or credit bureau), to comply with government agency or court orders, or as authorized by the law or by you or in our other agreements with you. We may discuss matters with authorized users and processors.

**Security** - **Use safe computer habits. Keep your TrustTouchWeb user ID (login ID) and password confidential.** We will not call (or e-mail) you and ask for your user ID or password. (If you call us, we may ask for your user ID to verify your identity, but we will never ask for your password.) If you (or an authorized user) disclose your TrustTouchWeb user ID or password to another, he or she is authorized by you to exercise any and all authority with regard to TrustTouchWeb and linked accounts (including but not limited to, accessing TrustTouchWeb services, making changes to your TrustTouchWeb service, and debiting linked accounts) until you notify us that you have withdrawn the authority and your TrustTouchWeb user ID and password have been changed. You are liable for all transactions by an authorized user (even if it is not for your benefit). **You agree to tell us immediately if you suspect that an unauthorized transfer or payment or an unauthorized use of your TrustTouchWeb user ID or password has occurred or may occur. Tell us at once if your TrustTouchWeb user ID or password is lost or stolen or compromised.** We do not have to reissue a lost or stolen user ID or password. We reserve the right to require you to change your user ID and/or password. Passwords expire periodically. We can require you to change your password more often. **Do not leave your computer unattended while TrustTouchWeb is open. Protect your computer against any computer virus, spyware, trojan, worm, key-logger, malware and other problems that may be associated with the use of an online system. Routinely scan your computer system with reliable products to detect and remove such problems.** We are **not responsible** for lost or compromised information or for damages due to any virus, trojan, worm, key-logger, spyware, malware or other problems that attack your computer. **Use the Messages Link in TrustTouchWeb to send us confidential or private information, instead of using Internet e-mail.** There are risks associated with e-mails transmitted over the Internet (such as, interception, scanning, phishing - an e-mail asking for your confidential information). 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.

**Errors or questions** - You agree to timely review transfers, payments and services provided to you via TrustTouchWeb, to tell us at once if you have questions about or think that errors occurred on a transfer, payment, or other TrustTouchWeb 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.

**Fees** - If we charge a monthly fee for TrustTouchWeb, our miscellaneous service fees will list the monthly fee and you authorize us to charge any of your deposit accounts with us for the fee even if the charge causes an overdraft on the account. You acknowledge that you may also incur fees disclosed in the Truth-in-Savings disclosure applicable to your account(s) (such as, excess deposit fee or excess withdrawal fee, if applicable) and in our miscellaneous service fees (such as, a non-sufficient funds fee, overdraft fee, stop payment fee, minimum balance fee, photocopies fee). Fees are subject to change at our sole discretion. "Change" means an increase or decrease in the dollar amount of fees, a charge for new services, or a charge for services on which fees were not previously assessed. If you maintain TrustTouchWeb service after the effective date of a change in fees, you agree to the change in fees.

**Offset; collection costs** - If your use of TrustTouchWeb, or that of an authorized user, 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 TrustTouchWeb (or that of an authorized user), 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 attorney fees, court costs, collection agency fees, and interest.

**Monitoring and recording phone calls** - You agree that we may, but are not required to, monitor and record phone calls about your linked accounts and use of TrustTouchWeb, that we may (but do not have to) store electronic or written communication from or about you, and that we may discard records and communications at our option when we choose.

**Notice** - We can give you notice (including legally required disclosures) by mail, e-mail, TrustTouchWeb or posting. Our notice to you is effective when (1) put in U.S. mail, postage prepaid, addressed to your last known statement mailing address, (2) sent to the e-mail address on your TrustTouchWeb enrollment form, or (3) posted on our website or on TrustTouchWeb or in our offices for a reasonable time. You agree to check your e-mail daily. You agree to notify us if your e-mail 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 at 1-601-208-6332 or 1-800-844-2000 (extension 6332), at the Messages Link in TrustTouchWeb, or at Trustmark National Bank, Attn: Internet Banking Services, 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 TrustTouchWeb. You agree to check TrustTouchWeb for this information.) Your notice to us is effective when we receive and act on your notice.

**Hours of operation; phone numbers** - Internet Banking Services is open for phone calls and reviews secure messages during normal business hours. To see Internet Banking Services' normal business hours, go to [www.trustmark.com](http://www.trustmark.com) - click Customer Service, choose TrustTouchWeb/Internet Banking under Product Type, type "hours of operation" in Keyword Search, and hit search. Our phone number is 1-601-208-6332 or 1-800-844-2000 (extension 6332). (We may change our phone number. You agree to check TrustTouchWeb for this information.) To send us a secure message, use the Messages Link in TrustTouchWeb; **do not e-mail us.**

**Unauthorized use of TrustTouchWeb** - You agree to use TrustTouchWeb and your TrustTouchWeb user ID (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 TrustTouchWeb or your TrustTouchWeb user 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 TrustTouchWeb.

**General contract terms** - We may modify or terminate this Agreement and TrustTouchWeb services and/or methods of use. If you maintain your TrustTouchWeb service after notice of a change, you agree to the change. If a term of this Agreement is invalid, the remaining terms are valid and binding. No waiver by us of any term of this Agreement creates a course of dealing or a commitment to waive the same term again. You cannot assign this Agreement, but we can, and we may delegate any duty hereunder to a third party. This Agreement is governed by Mississippi law and applicable federal law. You agree to indemnify, defend and hold us (and our employees and agents) harmless from and against any and all liability, damages, cost and expense (including attorneys' fees) arising out of any violation by you (or an authorized user) of this Agreement.

(Date of Form – 8/06)