

myTailoredWealth™ Access Agreement

The *myTailoredWealth*™ Access Agreement between you and Trustmark Tailored Wealth (“Trustmark,” “we,” “us,” “our,” “ours”) including as applicable, any related *myTailoredWealth* Terms of Use, Enrollment Form(s), Application(s), Certificate(s) of Resolution, Authorizations, and any separate terms of service agreements or instructions 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 account access to you or anyone authorized by you (collectively, “Client,” “you,” “your,” “yours”) and describes your and our rights, responsibilities and obligations. Unless otherwise indicated, the provisions of this Agreement apply to both individual and entity Clients. If you are an entity Client, by completing and submitting the appropriate resolution, and/or using one or more of the Services, Client agrees to, and shall be bound by, the terms, conditions and provisions in this Agreement, including those for each Service which Client has selected.

Trustmark, in its sole discretion, may not permit Client to use the Service until we have determined that Client has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until we have had a reasonable opportunity to receive and review this Agreement and activate the Service. In any event, Client agrees that the use by Client of any Service shall, without any further action or execution or acceptance of any documentation on the part of Client, constitute Client’s acceptance of and agreement to our 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 us. 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 Trustmark, intending to be legally bound, do hereby agree as follows:

I. Definitions.

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

- I.1** “Access Credentials” means your confidential User ID and Passwords as well as other codes assigned to you by us or selected by you for identification purposes in connection with the use of *myTailoredWealth*
- I.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 Service.
- I.3.** “Account” or “Accounts” means one or more Tailored Wealth accounts that you have with us.
- I.4.** “Account Access” means your ability to access account and transaction information on Accounts through the Internet.
- I.5.** “Authorized User” means anyone you (or an Authorized User) authorize or allow to use the Service, User ID, Password or other device to access the Service and/or linked account(s).
- I.6.** “Enrollment Form” means the *myTailoredWealth* Access Enrollment Form and all information

included therein and incorporated as a part thereof submitted by the Client or on Client's behalf for enrollment in the Service. The Enrollment Form also means any amendments submitted thereafter.

- I.7. "Mobile Access Service" means the mobile access services described in and provided under the terms of this Agreement.
- I.8. "**myTailoredWealth** Service" or "Service" means the service(s) described in this Agreement.
- I.9. "Linked Account" means your Account(s) with us from which the Services may be made. The initial linked account is designated as the primary account on the **myTailoredWealth** Access Enrollment Form. Your other Account(s) may be added as a linked account if you request the Account be added and complete all required documentation.
- I.10. "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.

Other definitions may be set forth elsewhere in this Agreement.

Article II. Setup and Use of *myTailoredWealth*.

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 Account with us. If you have more than one Account, you will have access through the Service to the Accounts you specify on the Enrollment Form. If you specify more than one Account on the Enrollment Form, 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. We may, at our sole discretion, require the written consent of any and all owners on any account before allowing you to access Accounts through the Service. Any non-linked Account will not be accessible through the Service. You must designate a User ID and Password which will be required to gain access to the Service. Prior to your first use of the Service, we will assign you a User ID and Password, required to gain access to the Service. The Service system will ask you to change your Password the first time that you use the system. If you do not use the Service on a regular basis, we (without notice and at our sole option) may (but are not required to) deactivate your access to the Service. You must contact us to reactivate access to the Service after access has been restricted.

2.2. Security Procedure.

The use of the Access Credentials is a portion of a security procedure established by us 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. 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.

You agree to comply with any of the Security Procedures and any other Security Procedures we direct you to use, and you acknowledge and agree that the Security Procedures, include (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 us ("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, access to confidential information. You authorize us to follow any and all instructions entered 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 instructions using applicable Security Procedures constitute sufficient authorization for us to execute such instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any documents relating to this Agreement or your Account maintained with us, and you agree and intend that the submission of instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such instructions. You acknowledge and agree that you shall be bound by any and all instructions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all 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 transactions initiated by you and that you bear the sole responsibility for detecting and preventing such error.

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. Authorized representatives should be trained on the Security Procedures as they relate to their job function. 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 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 an entity, you agree to indemnify, defend all claims, and hold us 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.

In addition to protecting your Access Credentials, you should also take precautions to protect your personal identification information, such as your driver's license, Tax Identification 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. 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. Access granted to data sent to and from the Service should be sufficient to determine that authorized representatives and methods are completing transactions.

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.

2.3. 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. We 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 8. Use of the Service after the effective date of such changes will constitute your consent to the changes.

2.4. 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 required by the Hardware and/or Software, which requires certain browser and operating system requirements. Please contact us for a listing of current system 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. We 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. We may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement or any applicable Service Agreement at our sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations are not altered.

Article III. *myTailoredWealth* Service.

3.1. Functionality and Services Offered.

Clients may use the Service to:

- View account information such as, balance and recent transactions on your Accounts.
- Download account information in various formats.
- Receive electronic delivery of Account statements.
- Update your e-mail address and/or confirm your e-mail address.
- View tax documents.
- View your historical investment values.

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 an Authorized User(s)'s use of Services.

3.2. Vendor.

You acknowledge and agree that the Service is provided by an independent third party service provider ("Vendor") as selected by us, 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 us. Neither we nor the Vendor are responsible for the actions or omissions of the other.

Article IV. Mobile Access Service.

4.1. General Description of Service.

You are granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license to download, install and use the Mobile Access Service software on a Wireless Device within the United States and its territories (the "License"). Subject to the terms and conditions of this Agreement, the Mobile Access Service allows you to use a Wireless Device to access available Service Account information and to perform such other transactions as described in the *myTailoredWealth* Mobile App. In order to use the Mobile Access Service, you

must first enroll for, and maintain enrollment in, the Service, and you must follow our instructions for registering 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 Access Service. Such terms, provisions, and conditions constitute a part of the Mobile Access terms and this Agreement. Cancellation of your enrollment in the Service may result in the cancellation of the Mobile Access Service.

4.2. Use of the Mobile Access Service.

When you enroll in the Mobile Access Service, designated available Service Accounts linked to you through the use of other Services will be accessible through the Mobile Access 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 that you understand how to use the Mobile Access Service as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Mobile Access Service or your Wireless Device. We reserve the right to modify the scope of the Mobile Access Service at any time. We reserve the right to refuse to execute any instruction you request through the Mobile Access Service. You agree and understand that the Mobile Access Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

4.3. Relationship to Other Agreements.

You agree that when you use the Mobile Access 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 Access Service) and that the terms of the Mobile Access Service do not amend or supersede any of those agreements, except as otherwise expressly provided by the terms of the Mobile Access 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 Access 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 Access Service, you will contact us directly.

4.4. Software License Agreement.

Subject to your compliance with the terms of the Mobile Access 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 Access Service software to that new or different Wireless Device. The License shall be deemed revoked immediately upon (i) termination of the Mobile Access Service, (ii) termination of the Service, (iii) your deletion of the Mobile Access 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 Access 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.

4.5. Non-Supported Carriers and Devices.

The Mobile Access 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 V. Online Statements Service.

5.1. 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.

5.2. 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.

5.3. Activation.

You may activate the Online Statements Service by logging in to the Service and following the activation instructions. Subject to the terms of this Agreement, when you initially enroll in the Service we may automatically activate the Online Statements Service for all of your eligible Online Statements Accounts. We also reserve the right, but we do not have an obligation, at any time to automatically activate the Online Statements Service for eligible Online Statements Accounts that you may open following your initial enrollment in the 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.

5.4. 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 Service. In order to access the Online Statements, you must login to the Service and click on the “Documents” link from the dashboard. We reserve the right to set and change the period of time for which Online Statements are accessible in the 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 twenty-four (24) 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 10.5. 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, please contact us. 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 e-mail address instead of posting them within the 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 10.5. of this Agreement.

5.5. 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 Service without any notification to do so from us. However, we may in our discretion send a notification to your Service e-mail address or otherwise furnish you with notification (including notification within the Service) when Online Statements and/or Other Statement Material is available. You agree to regularly and periodically log in to the Service in order to read and review current Online Statements and any Other Statement Material that may be posted.

5.6. 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.

5.7. Further Action.

The Online Statements Service system generally is designed to automatically activate Online Statements for all of your existing Online Statements Accounts upon your enrollment in the Service. However, technical limitations and specific circumstances may in some cases prevent Online Statements activation for some or all of your Online Statements 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 agreement to electronic delivery.

5.8. 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 Service and other related Services. If we exercise this right, any termination of the Online Statements Service may result in termination of the 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.

5.9. Cancellation of Online Statements.

You may cancel Online Statements with respect to one or more of your Online Statements Accounts by following the applicable instructions in the Service application. If Online Statements are cancelled for any Online Statements Account, we will begin furnishing you with paper statements for such account, 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. 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 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.

Article VI. Parties' Responsibilities.

6.1. Client's Responsibility.

6.1.1. Compliance with Laws and Unauthorized Use.

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 agree to use the Service and your Access Credentials only in a manner and for purposes we authorize. You agree that if you, or an Authorized User, use or try to use the Service or your Login Credentials in an unauthorized manner or for an improper purpose, we may, at our sole option, without notice to you, may immediately terminate your right to use.

6.1.2. Changes to Investment Objectives.

You agree to notify us in writing in a timely manner of any changes to your investment objectives or outside investment managers.

6.1.3. Physical and Electronic Security.

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; we are 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. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

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 an entity, 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 we 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. 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 we are not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

In the event of a breach of the Security Procedure, you agree to assist us in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing us or our 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 us 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 us 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 us.

6.1.4. Your Service E-mail Address.

You agree to keep any e-mail address(es) you provide to us for notification purposes in connection with your enrollment in and activation of the Service (“Service E-mail Address”), as well as your mailing address, current and updated with us at all times. To notify us of a Service E-mail Address or mailing address change, please call us at the telephone number provided in Section 10.5. of this Agreement during our normal business hours. You also may update your Service E-mail Address within the 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 E-mail Address and that has been returned “undeliverable” or otherwise rejected for delivery.

6.1.5. Duty to Inspect.

You shall immediately inspect all data transmitted to and received from the Service as well as all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by us. You agree to compare or reconcile to the source data to increase assurance that the data transmissions and other transaction processing are complete and accurate. Input sent to us should be balanced to the results of processing. You must immediately report all discrepancies to us 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 business day following the day on which the Service(s) is rendered. You must contact us within sixty (60) days from the date your Account statement is mailed or otherwise made available to you. Failure of you to promptly report discrepancies within such specified time shall preclude you from asserting against us any claims arising from the discrepancy or any loss caused by the discrepancy.

6.1.6. Payment for Services.

You agree to pay us the fees established by us for rendering the Services under the terms of this Agreement or any applicable Service Agreement. We may change or add any fees for the Service by the procedures outlined in Section 8 amending this Agreement. Fees charged for services under this Agreement are in addition to any service charges or fees that apply to your accounts with us.

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 us). 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.

6.1.7. Account Ownership/Accurate Information.

You represent that you are the legal owner of the Service Account(s) and other financial information which may be accessed through the Service or you have been duly authorized by the legal owner of the Service Account(s) to access the Service Account(s). 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.

6.1.8. Proprietary Rights.

You are permitted to use content delivered to you through the 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.

6.1.9. User Conduct.

You agree not to use the 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.

6.1.10. No Commercial Use or Re-Sale.

You agree that the Service is for personal use only. You agree not to resell or make commercial use of the Service.

6.1.11. Exercise of Caution.

You agree to exercise caution when utilizing the Service on your device and to use good judgment and discretion when obtaining or transmitting information.

6.1.12. Organizational Authority.

If you are an entity Client, 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.

6.1.13. Authorized Users.

You acknowledge and agree that anyone you designate as an Authorized User on the Enrollment Form, within the Service or by any other method acceptable to us, who possesses Access Credentials may access and use the Services and/or your Service Accounts. You agree that you are solely responsible for those persons or entities you designate as an Authorized User or those to whom you allow access to your Access Credentials. You are solely responsible for the entitlements granted within the Service and/or your Service Accounts to which you designate to an Authorized User. We may rely on the authority of an Authorized User and the entitlements granted until the authorization is revoked by you, you have notified us in accordance with this Agreement and we have had a reasonable opportunity to act upon any such notification from you. We assume no liability or responsibility to monitor or approve the designations you make as to Authorized Users. You are responsible for maintaining the confidentiality and security of all Access Credentials and for implementing the necessary client 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. You agree to notify us immediately by calling us at the number provided in Section 10.5. of this Agreement if you believe that any Access Credentials have been stolen, compromised, or otherwise become known to persons other than

Authorized Users. You agree that we shall have a reasonable opportunity to act upon any such notification from you.

6.2. Our Responsibilities.

6.2.1. 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.

6.2.2. 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 Service.

We are not responsible for any errors, damages or other losses 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 Service.

6.2.3. Loss of Data.

Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the 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.

6.2.4. Operational Availability.

Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any device or network which you utilize to access the Service.

6.2.5. Errors and Delays.

Financial information obtained through the 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 Service website may not be available using the Service.

Article VII. Privacy and Confidentiality.

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: (i) where it is necessary for completing the transactions 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 and at our banking locations.

Article VIII. Change in Terms and other Amendments.

We 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 our sole discretion by giving notice to you, if required by applicable law. If prior notice to you is required, 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 e-mail address you have provided us, or (iii) by other appropriate electronic means. Your continued use of the Service shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by us and agreed to by us in writing.

Article IX. Termination.

9.1. Our Right to Terminate.

We may terminate your right to use the Service and/or cancel your Access Credentials with or without cause or notice to you and/or any other person unless otherwise required by law. Additionally, any violation or breach by you or anyone on your behalf of this Agreement will be cause for us to terminate your access to the Service without notice.

9.2. Your Right to Terminate.

You may terminate your access to the Service if: (i) you give us notice of termination at least 10 business days before you want your service terminated, and (ii) your notice of termination states the date on which you want your service terminated.

9.3. Rights Cumulative.

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

Article X. Miscellaneous Provisions.

10.1. Electronic Notices.

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

You may use email to contact us about inquiries, maintenance and/or some problem resolution issues. Email may not be a secure method of communication. Thus, we recommend you do not send confidential or personal information by email. We are not able to guarantee the authenticity, privacy or accuracy of information sent or received by e-mail. You assume all risks of communicating through 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 e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password). In these cases, do not use email. Instead, you should call us at the number provided in Section 10.5.

10.2. Ownership of Website.

The content, information and offers on our website are copyrighted by us 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 our sites are the trademarks, service marks or logos of ours, or others as indicated.

10.3. Web-linking Practices.

We may provide access to information, products or services offered on other third party websites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do 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 we provide and may have a privacy policy different than that of ours. Your access, use and reliance upon such content, products or services is at your own risk.

10.4. Geographic Restrictions.

The Services described in this Agreement are solely offered to residents of the United States of America within the United States of America. The Service may not be accessible outside the United States of America.

10.5. Contact Information.

In case of questions, comments, or requests for technical support with regard to *myTailoredWealth*, please contact us at:

Trustmark Tailored Wealth
Telephone number: 1-844-360-1507 (toll free)
E-mail to: twclientsupport@trustmark.com

10.6. Retention of Records.

We will not be required to retain instructions or information under this Agreement for longer than the period required by appropriate regulations or laws.

10.7. Right to Rely.

We are entitled to rely on any communication, instrument, instruction, transaction, or document we believe in good faith to be genuine and correct and to have been given, signed and/or sent by you, an 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.

10.8. 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, e-mail, or other electronic message to administer and manage the delivery of the Services to you, to collect any amounts you may owe 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 1-844-360-1507.

10.9. Notice.

We can give you notice (including legally required disclosures) by mail, e-mail or through the Service. 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 E-mail Address(es), or (iii) posted on our website or on the Service or in our offices for a reasonable time. You agree to check the 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 by: (i) calling 1-844-360-1507 and then sending written notice to Trustmark Tailored Wealth, 248 E. Capitol Street, Suite 1000, Jackson, MS 39201, or by an e-mail to twclientsupport@trustmark.com, or (ii) mailing a written notice to Trustmark Tailored Wealth, 248 E. Capitol Street, Suite 1000, Jackson, MS 39201.

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

10.10. New Services; Third Party Services.

We may introduce new 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 therefore. 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.

10.11. Limitation of Liability.

10.11.1. YOU AGREE THAT WE 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, WE OR OUR SERVICE PROVIDER HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.11.2. TO THE FULLEST EXTENT ALLOWED BY LAW, OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY US FOR ACCESS TO THE SERVICE 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.

10.11.3. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY US ON AN “AS IS” BASIS.

10.11.4. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO, AND HEREBY

DISCLAIM 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, NONINFRINGEMENT OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY OF OUR EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

10.11.5. WE MAKE 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 OUR 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.

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

10.11.7. 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.

10.12. 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 any way related to, any computer virus or related problems that may be associated with using e-mail and/or the Internet.

10.13. Force Majeure.

We shall not be responsible for any liability, loss, or damage resulting from our failure to perform any Service or to perform any other obligations under this 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; 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 our control.

10.14. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify us and our vendors, and our respective employees and agents, from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by us arising out of your failure to report required changes, transmission of incorrect data to us, or your failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by our gross misconduct or willful misconduct, you agree to indemnify and hold us, our 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, (ii) our action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by us to be an authorized representative of you or Authorized User, (iii) Client's or Authorized User's breach of any of covenants, agreements, responsibilities, representations or warranties under this Agreement, (iv) Client's or an Authorized User's breach of applicable laws, rules or regulations, (v) invasions of Client's or Authorized User's privacy, (vi) transmission of incorrect or incomplete data, (vii) designation of an Authorized User(s) and the entitlements granted to Authorized User(s) and/or (viii) computer virus, theft, account takeover, and/or invasion whether caused by, enabled by or aided by Client or Authorized User(s). This section shall survive the termination of this Agreement with respect to acts or omissions occurring during its term.

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 infringement, or infringement by any other user of your Service Account, of any intellectual property or other right of anyone.

10.15. Arbitration and Waiver of Jury Trial.

YOU AND US AGREE THAT ANY CONTROVERSY OR CLAIM BETWEEN YOU AND US, OR BETWEEN YOU AND ANY OF OUR OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS 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 FEDERAL ARBITRATION ACT ("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 US. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT OR ANY SERVICE AGREEMENT.

10.16. Governing Law.

The terms and conditions of this 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.

10.17. 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 10.15., 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.

10.18. 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.

10.19. Headings.

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

10.20. Severability.

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

10.21. Waiver.

No waiver by us (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind us 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.

10.22. 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.

10.23. Transfer and Assignment.

You cannot transfer or assign any rights or obligations under this Agreement without our written consent. We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party.

10.24. Entire Agreement.

This 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.

(June 2018)