

Mobile and Online Banking Agreement

Version Date: August 1, 2023

Please read this Agreement carefully and in its entirety.

This Mobile and Online Banking Agreement (the “Agreement”) contains the terms and conditions, as well as related disclosures, by which we offer you access to and the use of mobile banking (“Mobile Banking”) and online banking (“Online Banking”). These services are referred to in this Agreement individually as the “Service” and collectively as the “Services.”

In particular, this Agreement contains provisions that set forth:

- a description of each of the Services we offer to you;
- our obligations and important limitations to our obligations in providing the Services to you;
- our liability and important limitations on our liability in providing the Services to you;
- your responsibilities and obligations to us when you access and use the Services;
- your agreement that any "two or more signature" requirement does not apply to Accounts you access and use via the Services;
- your agreement that we may add to, modify, or delete any feature of the Services at our sole and absolute discretion;
- your agreement that we may change the terms and conditions in this Agreement in our sole discretion upon providing you notice as required by law; and
- your agreement that Mississippi law will govern your use of the Services, even though other federal and state law may govern the Accounts you access through the Services.

If you have any questions regarding this Agreement please email us at contactcenterservice@hancockwhitney.com or call us at [1-800-448-8812](tel:1-800-448-8812).

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1. Definitions.

We use certain defined terms throughout this Agreement in order to present certain concepts. Please review these terms and their definition so that you may understand the terms and conditions by which we offer the Services to you.

Term or Phrase	Definition
We, Us, Our, and Hancock Whitney	Hancock Whitney Bank, a banking corporation chartered under the laws of the State of Mississippi. These references also include third parties which assist us in providing the Services to you.
You or Your	Each owner of an Account who enrolls in the Services.
Account(s)	Your checking, savings or money market accounts, and other time deposit accounts such as certificates of deposit or IRA, loan or line of credit, including residential mortgage loans, and credit card accounts that are eligible to access using the Services. As noted in the Instructions, some of your Accounts may not be eligible for certain transactions using the Services.
Account Agreement(s)	Each agreement, disclosures, and applicable fee schedule, as they may be amended from time to time, applicable to any Account you access or otherwise use with any of the Services.
Applicable Law	Any requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court, or determination, order, finding, advisory opinion, guideline, or requirement of any other governmental authority, which is applicable or binding, including without limitation, the laws, regulations and orders administered by The Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network (FinCEN).

Biometric Authentication	The technology of authenticating your identity through a unique physical trait, such as a fingerprint, eye, or voice, that your Mobile Device accepts and relates to your password for the Services.
Business	A person or entity other than a Consumer with an Account eligible for or enrolled in the Services.
Business Day(s)	Monday through Friday, excluding Saturday, Sunday and federal banking holidays. Business Day(s) and Banking Day(s) are used interchangeably both in this Agreement and your Account Agreement and shall be understood to have one in the same meaning.
Consumer	A person (not a business or other entity) with an Account eligible for or enrolled in the Services and which is used primarily for personal, family or household purposes.
Credit	The act or entry to record the transfer or placement of funds into a depository Account.
Deposit Account	A transaction or savings account that has been identified by the financial institution holding the account as eligible to receive funds from Transfers.
Debit	The act or entry to record the transfer or withdrawal of funds from a depository Account.
EFT	<p>An "electronic funds transfer" as that phrase is defined in Regulation E governing Electronic Funds Transfers. Such transfers generally include those initiated through an electronic terminal, telephone, computer, including mobile devices that instruct a financial institution to credit or debit a consumer's asset account. Examples of an EFT include Point-of-Sale, Automated Teller Machine (ATM), debit card transactions and direct deposits, withdrawals, telephone transfers.</p> <p>Electronic Fund Transfer payment made via the Automated Clearing House (ACH) and governed by the Operating Rules and Operating Guidelines issued by the NACHA - The Electronic Payment Association and by Article 4A of the Uniform Commercial Code, as enacted in various</p>

	jurisdictions. An EFT from a consumer depository Account is also subject to the Electronic Funds Transfer Act and Regulation E issued by the Federal Reserve Board.
External Accounts	An Account you maintain with another U.S. Financial Institution, which may include individual and joint checking, savings and money market accounts in good standing and for which you own or for which you have the authority to transfer funds, from which you transfer the funds to or from is referred to herein as an "External Account."
Instructions	The (i) procedures and processes, including limitations, incorporated into the Services and (ii) information on how to properly use any of the Services.
Internal Accounts	An Account you maintain with us, which may include individual and joint checking, savings and money market accounts in good standing with us and for which you own or for which you have the authority to transfer funds, from which you transfer the funds to or from is referred to herein as an "Internal Account."
Mobile Apps	Hancock Whitney and third party software which you may download to compatible wireless enabled Mobile Devices.
Mobile Banking	Those Services available to you using the Mobile Apps on your Mobile Device to engage in the Services.
Mobile Device	A smartphone, tablet, or any other handheld or wearable communication device that meets the hardware and software requirements which we specify within the Instructions and FAQ.
Online Banking	The Services we make available to you via our website and via the web browser on a Mobile Device.
Personal Financial Management (PFM) Software	A computer program such as Quicken®, QuickBooks®, Turbo Tax®, and other software we may identify on the Website through which you may access the Service. Please refer to the Instructions for currently

	supported Personal Financial Management Software programs and versions.
Posting	The process by which we record debits and credits to your Account balances.
Residential Real Estate Loans	Those conventional real estate mortgage loans serviced for us by Dovenmuehle Mortgage Inc.
Rules and Regulations	Those applicable rules and regulations issued by state and federal regulatory agencies which relate to any of the Services, including without limitation, of any funds transfer or payment system or process used by the Services, such as without limitation, the ACH Rules of the National Automated Clearing House Association ("NACHA").
Website and App Terms of Use	The Terms of Use for our Website and each App that you use to access the Services.

2. About This Agreement

a. This Agreement governs your use of the Services which permits you to access your Accounts via a personal computer, a Mobile Device, or Personal Financial Management ("PFM") Software in order to obtain information, engage in certain banking transactions and perform certain other banking functions. Except as provided otherwise the terms and conditions of this Agreement applies to the access to and use of the Services for both Business and Consumer Accounts.

b. Your acceptance of the Agreement in its entirety is essential to our ability and willingness to offer the Services to you and our pricing of such Services to you.

c. When you use or authorize others to use any of the Services described in this Agreement and available through our Website, Mobile Apps or through PFM Tools, you reaffirm your acceptance of and agreement to the terms and conditions of the entire Agreement.

d. In addition to the terms and conditions within this document, the entire Agreement governing your access to and use of the Services includes:

- Website and Mobile App Terms of Use;
- Instructions;
- Account Agreements;
- Rules and Regulations; and
- Applicable Law.

e. Conflicts Between Agreements.

- Account Agreements, Rules and Regulations, and Applicable Law generally govern your rights and obligations relating to a particular (i) depository account, including your rights to access funds on deposit, and (ii) loan or credit card account, including your rights to credit advances and your obligation to repay balances outstanding.
- This Agreement and the Instructions generally govern your access to the Services and use of the Services to access your Accounts and engage in certain banking transactions and functions using or involving your Accounts. Instructions will control over conflicting provisions within the Agreement.
- The Account Agreements will generally control over conflicting provisions within this Agreement and the Instructions; **except however**, to the extent that the Account Agreement includes terms that address access to and use of the Services. In the event of such a conflict, this Agreement and the Instructions will control.

f. Amendments.

- We may amend this Agreement, including the Website and App Terms of Use and Instructions, at any time.
- Any such change will be effective as of the date we establish or as required by Applicable Law.
- We will notify you of any such changes by posting the amended Agreement on our website along with a notice that this Agreement has been amended, or by another other reasonable method.
- For any change that would (i) increase the fees we charge, (ii) increase your liability, (iii) limit the types of payments or transfers or the dollar amounts or frequency of such payments or transfers, we will provide you such notice in advance of the effect date of such changes of at least equal to the lesser of: (i) notice period required in the Applicable Law or (ii) (30) days.
- Continued use of the Services following the later of notice of amendment or the effective date of any changes indicates your acceptance of and agreement to access and use of the Services according to the terms and conditions of Agreement with all amendments.

Furthermore, this Agreement will incorporate the latest applicable versions of Rules and Regulations and Applicable Law.

3. Our Services

a. You may access your Accounts using the Services to:

- open and fund certain Accounts;
- obtain information, including notification and alerts, to stay up to date on the status of your Accounts, balances and banking activity within such Accounts;
- move funds between your Accounts as transfers, payments or advances on either a one-time or recurring basis ("Transfers Within Hancock Whitney");
- move funds between your Hancock Whitney checking and savings Accounts to your accounts at other US financial institutions and vice-versa ("Transfers Outside Hancock Whitney");
- opt in to or opt out of our standard overdraft services for the consideration of the payment of ATM and debit card transactions into overdraft (Consumer Accounts only);
- make one-time or recurring payments online from an Account to companies or persons that you select ("Bill Pay");
- arrange with us to receive certain bills electronically from participating Payees and pay these bills using Bill Pay ("e-Bills") (Online Banking only);
- initiate ACH credit entries for Direct Deposit Payroll ("ACH Web Services") (Business Online Banking only)

- initiate External Transfers from your Accounts;
- replace your mailed, paper statement for certain Accounts with an electronic PDF version that you can view, save to your computer or print at your convenience ("Online Statements");
- perform self-service maintenance, such as without limitation, changing your User ID and Password and questions regarding the Services ("Other Banking Functions").

b. You may access your Accounts using the Hancock Whitney Mobile Apps to:

- initiate banking transactions, such as, Transfers, Bill Payments, and Mobile Check Deposit;
- perform certain self service activities such as placing a stop payment on a check (Consumer and Business Accounts);
- use of My Balance and Biometric Access;
- manage your debit cards, including card activation, replacement requests, and design changes (Consumer Accounts only).

c. Limitations. We do not offer each Service for both Consumer and Business Accounts. We do not offer each Service for each method of access, that is, certain Services or functionality within certain Services are not available for access using Mobile Devices and certain Mobile Banking Services are not available for access using personal computers. We will advise of access limitations either in this Agreement, the Instructions or the Web Pages.

d. Changes To Services.

- From time to time we may introduce new Services or features to existing Services, alter or remove any of these Services or any feature of such Services, in our sole and absolute discretion. Such changes may include placing or changing restrictions or limits on the types of or amounts of Transfers or Bill Payments.
- We may also temporarily suspend your use of the Services at any time for security reasons or any other reason in our sole and absolute discretion.
- We may send you electronic notice concerning any such change or suspension of the Services.
- In the event of such changes or upgrades, you are responsible for making sure that you understand how to use Services as changed or upgraded.

e. Your Responsibilities In Using The Services. It is important for you to note that the Services will not work as designed and described in this Agreement unless you use them properly. You agree that we do not owe any obligation to you to monitor your use of any or all of these Services. Therefore, you accept responsibility to ensure that you:

- understand how to use the Services before you actually do so, and then that you always use the Services in accordance with the Instructions displayed on your computer, tablet, smartphone, hand held or wearable devices ("Access Devices") or available on our Web Pages; and
- know how to properly use your Access Device and its software and apps ("Software" and "Apps"). To the extent permitted under applicable law, we will not be liable to you for any losses caused by your failure to properly use your Access Devices, Software and Apps in accessing and using our Services.

f. No Unlawful or Prohibited Use. As a condition of using the Services, you warrant to us that you will not use any of the Services:

- for any purpose that is unlawful under any Applicable Law, Rule or Regulation or is not permitted, expressly or implicitly, by the terms and conditions of this Agreement;
- in any manner that could damage, disable, overburden or impair any of the Services or interfere with any other person or party's use of the Services; and
- to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

These warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

4. My Balance and Biometric Access. These Mobile Banking Services include the following features that you may elect at your option: The My Balance feature allows you to view Accounts and Balances after you access your Mobile Device but without using your Mobile Banking or Online Banking credentials to login into the Hancock Whitney Mobile App.

- The Hancock Whitney Mobile App also accepts your login credentials through Biometric Authentication features of your Mobile Device. Biometric Authentication features are controlled by your Mobile Device and not us and we do not have access to your biometric data such as a fingerprint.

These features allow access to your Account Information or to Mobile Banking without the conventional entry of your Mobile Banking or Online Banking credentials. Accordingly, please pay particular attention to your responsibility for Mobile Device Security set forth below, including without limitation, controlling access to your Mobile Device and its biometric functions.

5. Stop Payments (Mobile Banking Only)

You may stop payment on checks you have written from your checking account using our Mobile Apps. You cannot stop payment on a check if we have accepted, certified, paid, or otherwise become accountable for the check, except to the extent required by law. You must allow us a reasonable time to initiate your stop payment request. Your stop payment request will remain in effect for six (6) months and is subject to our regular stop payment fee. The Other Fees for Commonly Used Services document, given to you when you opened your account, discloses the amount of the stop payment fee. The stop payment request may not be used with respect to any payment or transfer scheduled through the Services. Please see our Deposit Agreement Terms and Conditions for other provisions governing stop payment orders.

6. Account Information, Alerts and Notifications.

a. Account Information.

- You may view current balance information and review a history of transactions for up to 16 months on your Accounts. For loans, you may view loan histories from inception through the current date.

- You may view scheduled or non-recurring electronic transactions after they occur and before they are posted to your Accounts (a "Pending Transaction").
- You may also download transactions for use with certain PFM software such as Quicken® or Quickbooks®.
- The Services use information in our databases such as available balances that may not necessarily reflect all current transactions. For example, the available balance in your checking Account will not reflect the amount of pending transactions that have not been presented for payment, such as checks you have issued or debit card transactions that you have made but that we have not yet authorized for the merchant. Also, depending upon the type or nature of a pending transaction, it may not post to your Account or post to such account in the amount shown as a Pending Transaction.

b. Alerts and Notification.

i. Security Alerts.

- The Services provide you with certain security alerts, for example, following certain changes made to your Accounts or the Services profile. For example, we will send you an alert following a change to your user name, password or email address.
- We also provide alerts following certain activity or events relating to access and use of the Services such as a locked or unlocked access.
- We automatically activate these alerts for you.

ii. Subscription Alerts.

- You may also subscribe to other alerts through the Services about the status or activity within an Account.
- We make subscription alerts available on an account-by-account basis.
- You may subscribe or unsubscribe to such alerts at any time.

iii. Other Notifications. We automatically send important notifications to your email address regarding your Eligible Account or activity within such an account. For example, we will send you information about certain transfers of funds or the availability of your Online Statement.

iv. Delivery of Alerts and Notifications.

- Security alerts will be sent to the primary e-mail address that you provided to us.
- Selected alerts may be sent either to an e-mail address or mobile phone number which you provide.
- Mobile Apps may send messages to your Mobile Device via push notification systems.
- Our ability to deliver alerts requires your current and correct email address or Mobile Device number. If your email address or your Mobile Device's number changes, you are responsible for informing us of such a change.
- While we do not charge to deliver alerts to you, your carrier may do so through text or data charges or rates.
- You understand that while we do our best to provide you with alerts in a timely manner and with accurate information, we neither guarantee the delivery, timeliness, nor accuracy of the contents of any alert. Accordingly, you agree to hold us harmless for any delays, failure to deliver, or misdirected delivery of any alert, for any errors in the content of an alert or any actions taken or not taken by you in reliance of an alert or in the absence of an alert.

v. Content and Security.

- Alerts sent via e-mail are not encrypted.
- Although an alert may include your name and certain information regarding your account, we will not include information regarding your username, password or full account number.
- Please note that anyone with access to your e-mail will be able to view the contents of these alerts.

vi. Alerts via Text Message.

- If you add a mobile phone number to your profile for the Services, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for the Services.
- You are also consenting to receive alerts for the Services via text messages. Please note that:
 - Text message fees and message and data rates may apply.
 - Text messages may be transmitted automatically.
 - Message frequency varies by Account and preferences.
- You can text STOP to 91977 at any time to stop the mobile alerts that you activate on the Alerts page in Mobile Banking or Online Banking desktop. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Mobile Banking or Online Banking and click the box next to your mobile number for the alerts you'd like to receive again. For help with SMS text alerts, send the word HELP to 91977 or call us at [1-800-448-8812](tel:1-800-448-8812).

vii. Supported Carriers. Refer to our Website or Instructions for a current listing of our supported mobile carriers.

viii. Privacy. For information about our privacy and security practices and a link to our Consumer Privacy Notice go to the Menu, select "Settings," and in turn select "My Profile" at which you can find our Privacy Policy.

c. Limitation of Our Liability. You agree that we will not be liable to you for any damages whatsoever arising in connection with the timeliness or accuracy or completeness of the information supplied to you by Services regarding your Accounts, including Alerts and Notifications.

7. Transfers Within Hancock Whitney

a. About This Service. Using this Service you may transfer funds between an Account you maintain with us that is linked to the Services profile to another such Account, as follows:

- transfer funds between a depository Account, such as a checking, savings (including money market account) to another depository Account (a "Deposit Account Transfer");
- make a payment from depository Account on amounts you owe to us on a credit card Account or a loan Account such as a line of credit, a term or installment loan or a residential mortgage loan (a "Payment"); and
- advance funds from a revolving line of credit Account to a depository Account (an "Advance").

b. Fees. We currently do not charge fees for these Services; but, we reserve the right to add or change fees from time to time with the required notice to you.

c. Transfers to a Linked Account. A business customer may use this Service to transfer funds between a business depository Account and a linked consumer Account.

d. One-time or Recurring Transfers.

- Transfers using this service may be initiated or scheduled as (i) one-time Transfers by selecting "Now" or one-time or recurring Transfers scheduled on a future date by selecting "Schedule It."
- Recurring Transfers can be scheduled (i) for a set amount, (ii) at regular intervals, such as daily, weekly or monthly etc., (iii) to start on a particular date, and (iv) to continue until cancelled or until a certain date or until a certain number of Transfers occur.

e. Authorization. When you initiate a Transfer, you authorize us to hold and thereafter withdraw the amount necessary to cover the Transfer from your Account. For a one-time "Now" Transfer, we will place the hold immediately and withdraw the funds from your Account that evening. For a one-time or recurring scheduled Transfer, we will place the hold on the Business Day on which the Transfer is scheduled or processed and then funds withdrawn from the Account that evening.

f. Confirmation. Upon submitting a transfer request you will be provided a transaction confirmation. Absent a confirmation, you must consider that the transfer request was not properly submitted and you must resubmit it in order for the Services to process the request.

g. One-Time Transfers to Depository Accounts. The availability of funds and the date on which your Account balances reflect the transfer depends upon whether you initiate and we confirm the transfer prior to the applicable Cut-Off time.

- Immediate Availability. We will make funds available to you immediately for those transfers you initiate and we confirm on any Banking Day prior to the applicable Cut-Off time. Such a transfer will also be dated on this same date on your transaction history.
- Next Banking Day Availability. We will make funds available to you on the next Banking Day for those transfers you initiate and we confirm (i) after the applicable Cut-Off Time on any Banking Day or (ii) on a weekend or federal holiday. Such a transfer will also be reflected on this next Banking Day in your transaction history.
- The Cut-Off Time for one-time transfers to depository accounts is displayed on the transfer screen in the Services prior to you submitting the transfer.

h. One-Time Payments to Credit Accounts (excluding Residential Real Estate Loans). The date on which you get credit for a Payment to a Credit Account and the date on which your loan Account balance reflects the payment depends upon whether you initiate and we confirm the transfer prior to the applicable Cut-Off time.

- Same Day Credit. We will credit your payment to your Account the same Banking Day for those Payments you initiate and we confirm prior to the applicable Cut-Off Time.
- Next Banking Day Credit. We will credit your payment to your Account on the next Banking Day for those Payments you initiate and we confirm (i) after the applicable Cut-Off Time on any Banking

Day or (ii) on a weekend or federal holiday. Such a Payment will also be dated on this next Banking Day in your transaction history.

- In each instance, updates to the outstanding balance and available credit, for credit cards and revolving lines of credit and posting such payments to your loan Account may take up to two Business Days.
- The Cut-Off Time for one-time transfers to Credit Accounts (excluding Residential Real Estate Loans) is displayed on the transfer screen as displayed in the Services prior to you submitting the transfer.

i. One-Time Payments to Residential Real Estate Loans. The date on which you get credit for a Payment on a Residential Real Estate Loan and the date on which your loan Account balance reflects the payment depends upon whether you initiate and we confirm the transfer prior to the applicable Cut-Off time.

- One Time Payment. You may initiate a one-time payment by following the Instructions on the Web Pages. When you initiate such a payment you authorize Dovenmuehle Mortgage Inc. (our third party mortgage servicer) to originate an ACH Debit to the account you designated as the source of funds to cover the Payment. This payment will typically take 2 to 3 Business Days to post to the account.
- Same Day Credit. We will credit your payment to your Account the same Banking Day for those Payments you initiate and we confirm prior to the applicable Cut-Off Time [2:30 PM CST].
- Next Banking Day Credit. We will credit your payment to your Account on the next Banking Day for those transfers you initiate and we confirm (i) after the applicable Cut-Off Time [2:30 PM CST] on any Banking Day or (ii) on a weekend or federal holiday. Such a transfer will also be dated on this next Banking Day in your transaction history.

In each instance, updates to the outstanding balance and posting such payments to your Residential Real Estate Loan Account may take up to two Business Days.

j. Scheduled Transfers or Advances. For such transfers we make the funds available to you either:

- on the Banking Day for which you scheduled the Transfer, or
- the next Banking Day, if the day for which you scheduled the Transfer falls on a non-Banking Day.

k. Transfers Reflected On Your Account Statements. All Transfers made through the Service will appear on your periodic Account statement to include the date and amount.

l. Sufficient Available Funds – Deposit Account Transfer.

- If you do not have sufficient available balance in the Account which is the source of funds to cover the Transfer when you initiate the Transfer, we may refuse to process the Transfer.
- If you do not have sufficient available balance in the Account which is the source of funds to cover the Transfer, including funds available under an overdraft protection plan, on the date for which it was scheduled and attempts to post to your Account, we may process the Transfer, overdraw the Account, and charge you an overdraft fee as set forth in the Account Agreement governing the Account and the applicable fee schedule.

m. Limitations.

- Types. Please note that while Deposit Account Transfers, Payments and Advances are all considered a type of "Transfer," we may not allow each type of Transfer from each type of

Account. For example, we do not allow Advances from one credit Account as payments on credit card or other loan Accounts. Limitations are incorporated into the Instructions for this Service.

- Frequency.
 - Savings and money market Accounts are not generally limited to a total of six (6) withdrawals by check, point-of-sale transaction, and other withdrawals including without limitation Deposit Account Transfers and Payments using this Service per statement period. However, exceeding this limit will result in a fee charged for each Transfer in excess of this limit as set forth in the applicable Account Agreement.
 - Advances are limited to a maximum of 3 per day.
- Dollar Amounts.
 - Except as limited by Account type and the applicable Account Agreement, each Deposit Account Transfer and Payment can generally be made for any amount starting at \$1.00 and up to the balance of available funds in your depository Account.
 - The maximum aggregate amount of Transfers (excluding Advances) between Accounts per day is otherwise unlimited up to the balance of available funds in your depository Account.
 - Except as limited by the applicable Account Agreement, each Advance can generally be made for any amount up to the following daily limits: HandyLine – the available credit; Preferred or Home Equity Lines of Credit - \$30,000; and Private Banking Preferred or Home Equity Line of Credit - \$50,000.
- Advances.
 - The completion of an Advance from an Eligible Line of Credit requires the line of credit to be in good standing and have sufficient credit available at the time of final processing such a request.
 - We do not have an obligation to notify you if we do not complete an Advance because your Eligible Line of Credit lacks sufficient available credit or is not in good standing
- Account Agreement and Applicable Law. All Transfers are subject to the terms and conditions, including without limitation, any requirements or limitations imposed by the Account Agreement and Applicable Law.
- Notice. We generally **will not** provide you with notice if we do not to process the Transfer. Please confirm that Transfer was properly processed by reviewing the transaction history for the Accounts involved in the transaction. If it was not properly processed, you are responsible for making alternate payment arrangements or rescheduling the Transfer through the Service.

n. Editing or Stopping Transfers.

- One-Time Now Transfers. You cannot edit or stop your Transfer after it has been entered and the Service provides you with a confirmation. However, you can use this Service to initiate another transaction to reverse a transaction after it has been entered and confirmed.
- One-Time Scheduled and Recurring Transfers. You may edit or stop or cancel a Transfer, whether a Deposit Account Transfer, Payment or Credit Advance, as long as it appears as a Pending Transaction on the "Scheduled" tab.

8. Transfers Outside Hancock Whitney ("External Transfers")

a. About This Service. Using this Service you may transfer funds between an Internal and External Account, as follows:

- initiate one-time or recurring ACH entries to transfer funds from an Internal Account to an External Account (an "Outbound Transfer"); and
- initiate one-time or recurring ACH entries to transfer funds from an External Account to an Internal Account (an "Inbound Transfer").

Where context calls for or allows generality, Outbound Transfers and Inbound Transfers will be referred to as a "Transfer" or as "Transfers" in this Section.

b. Fees. We currently do not charge fees for this Service; but, we reserve the right to add or change fees from time to time with the required notice to you.

c. Adding and Verifying External Accounts. When you enroll in Online Banking we include all of your depository Accounts in your Profile by default and such depository Accounts are available for External Transfers, unless you ask us to remove an Account from your Profile. However, you must add External Accounts to your Profile in Online Banking and thereafter verify each account to activate it for External Transfers. Where context calls for or allows generality, we may refer to Internal and/or External Accounts within your Online Profile and eligible for External Transfers as an "account" or as "accounts."

i. Adding.

- To add an External Account to your Profile, you must click the "Add External Account" button in the Transfers web page. Please follow the Instructions provided.
- By clicking the "SAVE" button on the "Add External Account" web page, you represent and warrant to us that the account is a checking, savings or money market account that you maintain with the named U.S. financial institution for which you are an owner or otherwise have the authority to initiate transfers or withdrawals.
- Furthermore, by clicking the "SAVE" button, you also authorize us to initiate the ACH debit and credit entries necessary to verify this account.

ii. Verifying.

- You authorize us to verify the accounts in a manner that we choose, including low value test transfers to and from the account(s) or submitting other proof of ownership.
- Verification typically involves two (2) separate ACH credit entries (deposits) ranging between \$.01 and \$.99 will be made to the account along with a corresponding debit entry (withdrawal) equal to the sum of the ACH credit entries.
- You are required to take note of the amounts of each ACH credit transaction and validate said amounts against our database.

iii. Activating. Once verified, the account will be activated for External Transfers.

d. One-Time Transfers. You may use this Service to request one-time transfers by selecting “Now” and following the Instructions.

- If you submit your request prior to 11 a.m. Central Standard Time (CST) (the “Cut-Off Time”) on any Business Day, we will process your request on that Business Day with an Effective Date of the same day. For example, if you submit your transfer request prior to the Cut-Off Time on a Thursday, we will process your request on a Thursday with an Effective Date of Thursday.
- If you submit your transfer request after the Cut-Off Time or on a Saturday, Sunday or Federal holiday, we will process your request on the next Business Day with an Effective Date of the same Business Day. For example, if you submit a transfer request on a Saturday, we will process your request the following Monday with an Effective Date of Monday.
- Generally, we will debit (withdraw) the funds from your Internal Account on the Effective Date, and credit (deposit) the funds to your Internal Account the second Business Day following the Effective Date. Please refer to the policies of the financial institution that maintains your External Account for the timing of its processing of such transfers and the time of when it debits or credits funds to such account.
- Scheduled Transfers. You may also use this Service to schedule a one-time, future-dated transfer or a recurring transfer by selecting “Schedule It” and following the Instructions. Such transfers can be scheduled (i) for a set amount, (ii) at regular intervals, such as daily, weekly or monthly etc., (iii) to start on a particular date “Start Date,” and (iv) to continue until cancelled or until a certain date or until a certain number of transfers occur.
- We process your future dated or recurring transfers on the Start Date with an Effective Date of the same day. For example, if the Start Date falls on a Friday, we process the transfer on that day with an Effective Date of Friday. However, if the Start Date falls on a non-Business Day, we process the transfer on the first Business Day thereafter with the same Effective Date. For example, if the Start Date falls on a Saturday, we will process the transfer on the following Monday with an Effective Date of Monday. These two examples presume that the Friday or Monday are Business Days and not Federal holidays.
- If you schedule a transfer to occur on a day of the month that does not exist, we will process the transfer on the last Business Day of that month. For example, if you schedule a recurring transfer to occur on the 31st day of each month, a recurring transfer for October will occur on the 31st while such a transfer for November will occur the 30th. This example presumes that the 31st of October and 30th of November are Business Days and not federal holidays.
- Again, please refer to the policies of the financial institution that maintains your External Account for the timing of its processing of such transfers and the time of when it debits or credits funds to such account.

e. Sufficient Available Funds.

- When you submit a Transfer you agree to have Sufficient Available Funds on deposit in the Account that is the source of the funds needed to cover the Transfer.
- If an ACH entry is returned to us for any reason, we will debit your Account for the amount of any previous credit related to the returned entry, and we reserve the right to assess this Account a return deposit item fee as provided for in the Account Agreement. (Business accounts only.) If you do not have Sufficient Available Funds on deposit in your Account we may elect not to originate the ACH entry to transfer the funds from your Internal to your External Account. Alternatively, we may elect to originate a Transfer even if your Account does not have Sufficient Available Funds to cover the amount of the Transfer, overdraw your Account and charge you an overdraft fee as provided for in the Account Agreement.
- You are liable for any Account deficit, and you agree to promptly pay us any funds due. You agree in this regard that we may deduct such amounts from any of your accounts which you maintain with us without prior notice to you.

f. Authorizations and the NACHA Rules.

i. Authorizations. When you submit a Transfer, you authorize us to transmit the credit and debit entries needed to accomplish the Transfer, as appropriate, electronically through the Automated Clearing House (ACH) payment network and charge the fees related to such service. Such funds transfers via ACH are typically completed in up to three (3) Business Days.

ii. NACHA Rules. When you initiate a Transfer, you agree to be bound by the National Automated Clearing House Association ("NACHA") rules, guidelines or our agreements with other financial institutions, as appropriate, to a transfer through the ACH processor or directly to another bank, respectively.

iii. Account Number Policy. If the instructions for a Transfer identify a bank or beneficiary by name and account number, we or the other Financial Institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You agree that neither we nor the other Financial Institution will have responsibility to investigate discrepancies between names and numbers.

g. Confirmation. Upon submitting Transfer request, you will be provided a transaction confirmation. Absent a confirmation, you must consider the Transfer request as not properly submitted and you must resubmit it in order for Mobile Banking or Online Banking to process the request.

h. Daily Limits. Please refer to the Instruction for the current Daily Limits. Please note that these limits are subject to change at our discretion and without notice to you. Some of the reasons as to why we may lower your Daily Limit includes circumstances in which:

- any of your depository accounts maintained with us are not current or in good standing; or
- you have had an overdraft, an over-limit item or an item returned for insufficient funds in any of your depository accounts maintained with us during the current or prior three (3) calendar months; or
- you have had any prior Transfer cancelled, revoked or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts or for any similar reason.

i. Transfers Reflected On Your Account Statements. All Transfers made through the Service will appear on your periodic Account statement to include the date and amount, and Withdrawal Date will be reflected for each payment made through the Service.

j. Limitations.

- Types. We may not allow each type of Transfer from each type of Account. Limitations are incorporated into the Instructions for this Service. We may decline the use of any Account that we believe may present a risk to you and/or us.
- Frequency. Savings and money market Accounts are generally not limited to a total of three (3) and six (6) withdrawals respectively by check, point-of-sale transaction, and other withdrawals including without limitation, Deposit Account Transfers and Payments using this Service per statement period. However, exceeding this limit will result in a fee charged for each Transfer in excess of this limit as set forth in the applicable Truth in Savings Deposit Account Information Disclosure of Account Terms.

- Dollar Amounts.

Except as limited by Account type and the applicable Account Agreement, each Transfer can generally be made for any amount starting at \$1.00 and up to the lesser of the (i) balance of available funds in your depository Account or (ii) the Daily Limit noted below.

Please refer to the Instructions to for the maximum aggregate amount of Transfers between Accounts per day.

- Account Agreement and Applicable Law. All Transfers are subject to the terms and conditions, including without limitation, any requirements or limitations imposed by the Account Agreement and Applicable Law.
- Notice. We generally **will not** provide you with notice if we do not process the Transfer. Please confirm that the Transfer was properly processed by reviewing the transaction history for the Accounts involved in the transaction. If it was not properly processed, you are responsible for making alternate payment arrangements or rescheduling the Transfer through the Service.

k. Editing or Stopping Transfers. You may edit or stop or cancel a Transfer as long as it appears as a Pending Transaction on the "Scheduled" tab.

l. Additional Assurances You Provide Us To Use This Service. By adding and verifying an External Account and thereafter using this Service, you represent and warrant to us that:

- you own or are an authorized signer on the Internal Account and External Account;
- your External Account at the other Financial Institution is a United States account;
- your agreement with the other Financial Institution that governs your External Account and applicable law permit transfers;
- you have the right to authorize and permit us to access your External Accounts to complete such funds transfers or for any other purpose authorized by this section;
- by disclosing to us and authorizing us to use External Account information and complete the transfer you are not violating any third party rights; and
- Information you provide to us is true, current, accurate and complete.

m. Relationship to Other Financial Institution.

- At all times your relationship with another financial institution is independent of us and your use of this Service, including without limitation, any charges or limitations imposed by another financial institution.
- We will not be responsible for any errors, delays and other problems caused by the acts or omissions by the other Financial Institution, including without limitation, any modification, interruption or discontinuance of any External Account by such Financial Institution, or by any other third party.
- Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant Financial Institution. Any rights you may have against a Financial Institution for such errors, delays or other problems are subject to the terms of the agreements you have with such Financial Institution, including any time limits during which complaints must be made.
- Be sure to check with your Financial Institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types.

- For more information, please refer to your account agreement with the other Financial Institution that maintains your Account.

n. Your Responsibility for Errors.

- We must rely on the information you provided, and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf and other financial institutions receiving the funds transfer instructions may rely on such information.
- We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation.
- If you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide.
- If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we may recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

9. Bill Pay and e-Bill Services.

a. About Bill Pay.

- You can arrange, at your option, for one-time or recurring payments from an eligible checking, savings or money market account you add to your Bill Pay Profile (a "Bill Pay Funding Account").
- We send standard or regular payments to your Payees either by an electronic funds transfer via the Automated Clearing House ("ACH") or by paper checks, which are sent to those Payees unable to receive an ACH.

b. About E-Bill. This feature enables you to receive bills electronically from participating Payees and pay them using Bill Pay. We will provide e-Bills either that we receive from participating Payees and redirect to you or those we retrieve from a Payee's website and present to you electronically.

c. Fees.

- We currently do not charge fees for these Bill Pay and e-Bill Services. We reserve the right to add or change fees from time to time with the required notice to you.

d. Additional Definitions and Instructions.

- In addition to the terms defined with in the Definitions section of this agreement, we have some additional defined terms for our Bill Pay and e-Bill Services. These additional defined terms shall have the meanings assigned to them in the Bill Pay Online Glossary or as generally used in the Bill Pay Online Help ("How Do I") or in the FAQs.
- The definitions and meanings in the Bill Pay Online Glossary, Help and FAQs shall control over any conflicting provisions of the Agreement or any Account or Related Agreement.
- "Bill Payment" generally refers to a standard Bill Payment, unless specified otherwise.
- "Bill Pay Instructions" refers to Bill Pay Webpages, including the "Help" pages, the "How Do I," "Glossary," and "FAQ" features.

- "Cutoff Time" for Bill Pay refers to 3:00 p.m. Central Standard Time on any Business Day and is the time by which you must make or authorize a payment for it to be considered entered on that particular Business Day. Payments made after that time will be dated the next Business Day.
- It may take up to three (3) Business Days for your payment sent by ACH to be posted to your Account and the Available Balance updated. Bill Payments by Check will be posted to your Account upon presentment and payment and the Available Balance updated.
- "Deliver By" date refers to the date upon which you can schedule the delivery of a payment to your Payee. A Deliver By date must fall on a Business Day. If you schedule a recurring payment and the specified Deliver By date falls on a non-Business Day, we will process the payment for delivery on the Business Day immediately preceding the Deliver By date.

e. Bill Pay Funding Account.

- By adding and thereafter using this Account for Bill Pay, you certify to us that you are authorized to access this account via the Bill Pay Services and make payments from funds on deposit in this account.
- Provided you have sufficient available funds in your Bill Pay Funding Account, you can make individual payments up to a limit of \$25,000, subject to an aggregate daily payment limit of \$25,000.

f. Permissible Payments and Payees.

- You may generally make Bill Payments to anyone in the United States approved by us for payment through the Bill Pay Services.
- However, certain payments are discouraged and must be made solely at your own risk. Discouraged payments include: (i) tax payments to the Internal Revenue Service or any state or other governmental agency; (ii) court-ordered payments such as alimony or child support; and (iii) payments to insurance companies.
- There is a limit of 999 Payees. We reserve the right to refuse to pay any merchant or other person to whom you may direct a payment. We are obligated to notify you promptly if we decide to refuse to pay a Payee. This notification is not required if you attempt one or more of the prohibited payments set forth above.

g. Payments.

- Schedule one-time or recurring payments to your Payees by selecting the "Deliver By" date suitable for you. For payments made via ACH, we will debit your Bill Pay Funding Account on the scheduled Deliver By date. If the scheduled Deliver By date is a weekend or another non-Banking day, we will move the Deliver By date to the prior Banking Day.
- You may schedule Recurring Payments beginning on a scheduled Deliver By date, regular intervals thereafter, and for an indefinite duration or until certain conditions are met.
- Each time you schedule a Payment, you request that we allow you to schedule Payment and that we initiate an ACH transfer or issue a Check to your Payee without first verifying that you have available funds sufficient to cover the Payment on deposit in your Bill Pay Funding Account. Accordingly, you agree to ensure that your Bill Pay Funding Account has sufficient available funds to cover all Bill Payments presented for payment against your Bill Pay Funding Account.

h. Debiting and Posting of Payments.

- The exact date on which we will debit funds and post a Payment to your Bill Pay Funding Account will vary according to the type of payment – a Check or ACH.

- Check - funds sufficient to cover a Check drawn on your Bill Pay Funding Account are not debited from and posted to your Bill Pay Funding Account until we receive the Check and process it as we would any other paper check drawn on the Funding Account. We place your Bill Payment Check in the US Mail four (4) Business Days in advance of the Deliver By date. We do so to help ensure that your Payee receives your Check on or before this date. If the US Postal Service delivers your Check prior to the Deliver By date, your Payee may receive and present it to us for payment prior to that date as well. So that a Check presented and paid prior to the Deliver By date does not overdraw your account, you should ensure that the balance of your Funding Account beginning four Business Days in advance of the Deliver By date is sufficient to cover the Check and any other items drawn on such account.
- ACH - funds sufficient to cover an ACH are debited from and posted to your Bill Pay Funding Account on the Deliver By date or the prior Banking Day if the Deliver By date falls on a weekend or a non-Banking Day.

i. Limitations.

- Frequency. Savings and money market Accounts are generally limited to a total of six (6) withdrawals per statement period, including withdrawals by ACH, check, point-of-sale transaction, and other withdrawals Deposit Account Transfers and Payment using the internal and external Transfer Services and Bill Payments using these Services. Exceeding this limit will result in a fee charged for each Transfer in excess of this limit as set forth in the applicable Account Agreement.
- Account Agreement and Applicable Law. All Transfers are subject to the terms and conditions, including without limitation, any requirements or limitations imposed by the Account Agreement and Applicable Law.
- Notice. We generally **will not** provide you with notice if we do not to process the Bill Payment. Please confirm that the Bill Payment was properly processed by reviewing the transaction history for the Accounts involved in the transaction. If it was not properly processed, you are responsible for making alternate payment arrangements or rescheduling the Bill Payment through the Service.

j. Available Funds.

- "Sufficient available funds" refers to the available balance of collected funds on deposit in your Bill Pay Funding Account and for Bill Pay purposes includes the amount of additional funds available to you under any overdraft protection plan in which you have enrolled.
- If you do not have sufficient available funds to cover each Payment presented against your Bill Pay Funding Account:
 - we will pay an ACH Payment, overdraw your Bill Pay Funding Account and charge you an Overdraft Fee; or
 - in our discretion and without notice to you, we may either pay a Check Payment, overdraw your Bill Pay Funding Account and charge you an Overdraft Fee or return the Check payment and charge you a NSF Fee.
- Please note that as provided in the Deposit Agreement, you must immediately deposit funds into your Bill Pay Funding Account in an amount sufficient to cover the overdrawn amount, including any Overdraft or NSF Fee(s) we charge to your Funding Account.
- If you allow your Bill Pay Funding Account to remain overdrawn, we may suspend your Bill Pay Services and no Bill Payments, including recurring or otherwise previously scheduled, will be made. After such obligation is paid and if your Bill Pay Services are not terminated, your Bill Pay Services will be restored within 48 hours. Please note that reactivation of your Bill Pay Services will not be retroactive; that is, you must reschedule any Bill Payments which were scheduled during the period in which your Bill Pay Services were disabled and which were blocked or otherwise not completed.

k. Payments Reflected On Your Account Statements. All Payments made through the Service will appear on your periodic Account statement to include the Payee Name, payment amount, and withdrawal date will be reflected for each Payment made through the Service.

l. Cancel or Edit a Payment Instruction.

- You may Edit or Cancel a Payment while it remains a Pending Payment and is not In Progress. In most cases, an ACH is a Pending Payment and not in progress until the 3rd Banking Day immediately prior to the Delivery By date and a Check is a Pending Payment and not in progress until the 5th Banking Day immediately prior to the Deliver By date.
- That said, Bill Pay controls the exact date and time by which you can Edit or Cancel a Payment so please refer to the Bill Pay Instructions and FAQs.

m. Stop Payment.

- You can place a stop payment on a check by accessing via the Mobile Apps as described in section 5 of the Agreement or by contacting our Banking Specialist at [1-800-448-8812](tel:1-800-448-8812) or:

Hancock Whitney Bank

Write us: Attn: Call Center Online Banking
Post Office Box 4019 Gulfport, MS 39502

E-mail us: contactcenterservice@hancockwhitney.com

- Do not call or visit your local branch for such requests. Stop payment requests sent to us via electronic mail or in any other manner will likely not reach us in time for us to act on your request. We may also require you to present your request in writing within fourteen (14) days after you call.
- There may be a fee assessed for each stop payment request.
- We cannot guarantee a stop payment and will have no liability for failing to do so. Such checks may be presented for payment before we have a reasonable opportunity to give effect to your stop payment request.

n. Authorization. By enrolling in the Bill Pay Services, you authorize us to accept your payment instructions to initiate debits to your Bill Pay Funding Account and remit funds on your behalf to your Payees. In the event that erroneous payments are made, you authorize us to initiate debit or credit entries to your Bill Pay Funding Account to correct such erroneous payments, provided that any such corrections are made in accordance with applicable laws, rules, or regulations.

o. e-Bills.

- In certain instances, our Bill Pay Service Provider may have an existing business relationship with one or more of your Payees whereby they agree to provide us with electronic copies of your bills. If so, we will arrange to receive an electronic copy and redirect it to your e-Bill inbox. In other

instances, we may be able to obtain the e-Bill from the Payee's web-site on your behalf and direct it to your e-Bill inbox.

- To do so, you must provide us with the information needed for this purpose such as any required user identification and password. When you provide us this information, you authorize and appoint us as your agent to access the Payee's web-site to retrieve the account information on your behalf.
- We are not responsible if a Payee does not provide us with the necessary data to forward an e-Bill to you in a timely manner. If you do not receive an e-Bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other consequences for any non-payment or late payment if an e-Bill is not provided to you timely. Any questions regarding your bill details should be directed to your Payee.
- All parties have the right to cancel the service at any time. We will notify you if we or a Payee discontinues or stops e-Bills.
- When you request e-Bills from a participating Payee you will provide certain information that will be forwarded onto the Payee to complete your enrollment. If you have concerns about the future use of this information you should contact your Payee directly.

p. Services. We may use non-affiliated third parties acting on our behalf to provide the Bill Pay Services (a "Bill Pay Service Provider"). Such third-party processors agree to protect the security and privacy of your confidential or non-public personal information as required by law.

q. Additional Termination Provisions.

- If you do not schedule or process a payment through Bill Pay for any 3 month period, we may, at our sole discretion, terminate your use of Bill Pay without prior notice.
- You agree that you will only use Bill Pay to pay your individual bills and invoices, and not for any other purpose. Using Bill Pay for other, unauthorized purposes may result in termination of your access to Bill Pay Services and perhaps even the Services, generally, in our sole discretion.
- You must have at least one designated Bill Pay Funding Account, and, if such an account is closed without opening and designating another as a Bill Pay Funding Account, we may terminate Bill Pay without further notice.
- If we terminate your Bill Pay Services, your online bill payment information may be lost, and all pending scheduled or un-scheduled payments will be cancelled, and making other suitable arrangements for such payments to your Payees is your sole responsibility.
- If you decide to terminate Bill Pay, we strongly suggest that you cancel all scheduled payments at the same time that you cancel Bill Pay, either by deleting those payments yourself using Bill Pay or by calling our Banking Specialist at [1-800-448-8812](tel:1-800-448-8812) or:

Hancock Whitney Bank

Write us: Attn: Call Center Online Banking
Post Office Box 4019 Gulfport, MS 39502

E-mail us: contactcenterservice@hancockwhitney.com

- This will ensure that future payments made by you will not be duplicated. We will automatically delete all pending payments once we have been notified that you have terminated Bill Pay.

Termination of Bill Pay will not automatically close your Bill pay Funding Account(s) or any other Accounts.

10. Mobile Device Security.

a. Mobile Device and Software.

- You must obtain and maintain, at your expense, a mobile device with an internet connection, a digital camera (auto focus capable), and the ability to download and install an application (the "Mobile Software") in order to access and use the Mobile Banking Service, including the Hancock Whitney Mobile App.
- It is solely your responsibility to download and install any Mobile Software and to maintain your Mobile Device.
- We have no responsibility to notify you of any changes to or new releases for any required Mobile Software.
- In addition to any other limitations to our liability within this Agreement, we shall have no liability for claims or damages arising from or related to your failure to download and install any required Mobile Software, either initially or in connection with any upgrade to the Hancock Whitney Mobile App.
- *It is your responsibility to provide us with accurate, complete and current information about you, your primary phone number, your Mobile Device(s) and the related phone number(s), and your e-mail address. It is also your responsibility to notify us immediately if any of this information changes or if service to your Mobile Device is terminated.*
- You are solely responsible for your choice of equipment, wireless carriers, Internet or email service providers, web browsers, voice/data plans, etc., and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider.
- *You agree not to use a Mobile Device with unauthorized modifications to its operating system or software such as iOS or Android, such as by way of a "jailbreak." Further, you agree to keep your Mobile Device software up to date.*

b. Mobile Device Security.

- You should secure the Mobile Device, as well as your User ID and Password, the same as you would your debit card or cash, checks, credit cards, and other valuable information.
- We encourage you to password protect or lock your Mobile Device to help prevent an unauthorized person from using it.
- We do not "store" confidential or sensitive information such as User IDs, Passwords or Account numbers on your wireless device in connection with the Services.
- If your device is lost or stolen, report it immediately to your wireless provider.
 - *You are solely responsible for maintaining the security of your Mobile Device and any passwords that you use to restrict access to your Mobile Device.*
 - *If you share your Mobile Device with any other person they may be able to use your Mobile Device to view your Accounts and Balances using the "My Balance" feature.*
 - *If you share your Mobile Device and credentials or use a "Remember Me" or similar function or allow any other person to add their fingerprint or some other biometric trait to use your Mobile Device's Biometric Authentication feature, they may be able to use your Mobile Device to make Mobile Banking transactions and/or get access to your personal and financial information.*
 - *To the extent allowed by applicable law, you are responsible for all the Services conducted by other persons using your Mobile Device with your knowledge and consent.*

c. Consent to Use of Data.

- You agree that we or our Third Party Service Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software.
- We or our Third Party Service Provider may use this information, as long as it is in a form that does not personally identify you, to improve our products or technologies or to provide services.

d. Relationship to Third Parties.

- You agree that when you use the Services, you will remain subject to and abide by the terms and conditions of all your existing agreements with any manufacturers and distributors of Access Devices, Software and Apps and service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum does not amend or supersede any of those agreements.
- You understand that those agreements may provide for fees and other charges, limitations and restrictions which might impact your use of the Services and you agree to be solely responsible for all such fees and other charges, limitations and restrictions.
- You agree that your mobile service carrier or provider is responsible for its products and services and that we are not.
- Please note that we do not control the privacy and security of (i) your personal and confidential information you provide to any other Third Party as part of your enrollment or use of their Mobile Device or their services. Accordingly, please refer to their privacy policies and security practices regarding the privacy and security of such information provided to or held by them.
- You agree to resolve any problems with your carrier or provider directly without involving us.

e. Additional Limitations – Mobile Banking.

- *YOU FURTHER ACKNOWLEDGE THAT BETWEEN YOU AND US THAT YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF YOUR MOBILE DEVICE ON THE NETWORKS OF WIRELESS CARRIERS. WE DO NOT OPERATE SUCH NETWORKS AND WE HAVE NO CONTROL OVER THEIR OPERATION. THEREFORE (i) WE CANNOT GUARANTY THE PRIVACY OR SECURITY OF THESE ELECTRONIC TRANSMISSIONS AND (ii) WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY MOBILE DEVICE. ACCORDINGLY, WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN A MOBILE DEVICE.*

We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

11. Mobile Check Deposit Services.

a. About Our Mobile Check Deposit Services. This Service allows you to use your Mobile Device enabled with our Mobile Apps to:

- capture images of certain paper items, such as checks, drafts, and cashier's checks; and
- transmit images of those items and other data to us electronically for deposit to certain eligible deposit accounts. Images of items transmitted to us will then either be processed electronically or converted to paper substitute checks (a "Substitute Check") based on the information you provide.
- There are qualification and enrollment requirements for participation in the Mobile Check Deposit Service, and we reserve the right to change the qualification requirements at any time without prior notice.

b. Fees. We currently do not charge fees for this Service; but, we reserve the right to add or change our fees from time to time with the required notice to you.

c. Limitations.

- You may experience technical or other difficulties when using this Service. We will attempt to post alerts on our website or send you a text or other message to notify you of these interruptions to this Service.
- We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

d. Using the Service. In order to use the Service, you agree to:

- follow our Instructions for capturing and transmitting images of checks and other information to us;
- view each check as it is scanned to ensure that the front and back of the check is captured properly;
- if requested, provide us with the original checks that are not destroyed and still within your possession, or sufficient copies of the items, within five Business Days of our request (a "sufficient copy" of a check is a paper reproduction of an original that accurately represents all of the information on the front and back of the original check as of the time the image was transmitted to us by means of the Service);
- not transfer, deposit, negotiate, or otherwise use any check (or a copy of any check) once we confirm its receipt by us through the Service;
- safeguard the original check and any copies of it from access by others after it has been transmitted to us; and
- not conduct any transactions that would violate the laws of any state or the United States.

e. Check Requirements.

- Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer.
- Prior to scanning the original check, you will sign and restrictively endorse any item transmitted through the Service as "For deposit only Account # _____" or as otherwise instructed by us.
- You agree to follow any other procedures and instructions for use of the Mobile Deposit Services we may establish from time to time.
- The scanned image of the item transmitted to us using the Service must accurately and legibly provide, among other things, the following information:
 - your endorsement;
 - the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures; and
 - other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

- The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve System (the "Federal Reserve"), or any other banking agency, clearing house, or association.
- We may reject your deposit if the image is not satisfactory.
- Our receipt of the image does not guarantee we can accept the image.

f. Limits for Deposits. We reserve the right to impose limits on the amount of deposited items and/or the number of items that you may transmit through the Service. The dollar limit per calendar day will be displayed to you when you use the Service. We may modify these limits from time to time, and if we permit you to exceed the limits we may cease doing so at any time without notice or cause.

g. Eligible Items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC (12 CFR part 229) ("Regulation CC"), except for those checks that are Prohibited Items, as defined below. You agree that the image of the item transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code, which means an instrument or promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfer.

h. Certain Items Not Permitted.

- You may use this Service only to deposit original items that are made payable to the name of the account holder or trust.
- You may not use this Service to deposit:
 - checks payable "Cash" or payable to others (even if endorsed over to you);
 - demand drafts or remotely created checks (i.e., checks lacking the original signature of the person authorizing the check);
 - substitute checks (i.e., paper checks created from an electronic image);
 - checks that are irregular in any way (e.g., where the numerical and written amounts are different);
 - checks that have previously been returned unpaid for any reason;
 - checks that are not dated, are postdated, are not signed, or are more than six months old;
 - checks drawn on a foreign bank or payable in a foreign currency;
 - checks transmitted from an OFAC-restricted country;
 - Money orders; Savings bonds; or Traveler's checks;
 - registered government warrants;
 - checks you suspect may be fraudulent or not properly authorized;
 - checks that exceed the deposit limits that we establish for the Mobile Deposit Service; or
 - voided checks.
- Any of the items described above are referred to as "Prohibited Items" in these Mobile Deposit Terms. Our processing of any Prohibited Item shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.
- We may refuse any item for deposit, with or without cause, or may elect to take an item on a collection basis only. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. Please see your deposit account agreement other terms related to deposits.

i. Your Representations. You represent and warrant to us the following with respect to each item that you transmit through the Service:

- You have the legal right to accept the check for deposit and negotiation, regardless of the name of the payee shown on the check
- The images and information that you transmit accurately represent all of the information on the front and back of the original item, including (without limitation) all endorsements, at the time of transmission
- You have not taken any action that would obscure, alter, or impair the capture or transmission of information on the front or back of the item or that otherwise may prevent us or another bank from capturing or processing such information.
- You make all warranties that would otherwise apply to the item if it had been a paper item deposited with us. For example, you warrant that the item has not been altered and that you have a right to enforce the item.
- You make all encoding, transfer, presentment, and other warranties that we or any correspondent bank we use are deemed to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearinghouse rule, or image exchange network rule or agreement to which we are a party.
 - No item will be presented for deposit or payment more than once.
 - The item is not a Prohibited Item.
 - You will only use the Mobile Deposit Service for lawful purposes and in compliance with the online instructions and applicable law.
 - You will not submit files containing malicious code.

j. Hours of Operation.

- You may use this Service 24 hours a day, seven days a week, except when our system is unavailable due to needed maintenance or system outages.
- Deposit information submitted by you on or after 7:00 p.m. central standard time, or on a Saturday, Sunday, or federal holiday, may be deemed received by us as of the next Business Day.
- We are not responsible for the unavailability of the Mobile Deposit Service or any damages that may result from its unavailability.
- If the Service is not available for any reason or items cannot be processed by means of the Service, you may deposit the items at any of our branches or by mail.

k. Confirmations. We will provide you with an electronic confirmation at the end of each transmission, confirming our receipt of your item image and deposit information.

- This confirmation does not imply that the transmission was error-free or complete.
- If you do not receive a confirmation, it may mean that we did not receive your transmission or that there was a problem with some of the information.
- If the item information received by us is not complete and otherwise unusable for any reason, we may reject the item, notwithstanding any confirmation by us of its receipt, and charge the amount credited back against any provisional credit to your account.
- The deposit will be shown in your mobile deposit history within the Mobile Software and on your account statement. You agree to verify that your deposits have been correctly posted to your account each day and to notify us immediately of any discrepancy.

I. Funds Availability. You agree that the items transmitted using the Service are not subject to the funds availability requirements of Regulation CC.

- If you successfully deposit a check on a Business Day prior to the Mobile Check Deposit Cut-Off Time of 7:00 pm central standard time, that same Business Day will be the day of your deposit. Otherwise, the day of your deposit will be on the next Business Day.
- We will generally make funds available to you one Business Day after the day of your deposit.
- However, we may hold the funds from your deposit for up to 3 Business Days after the day of your deposit. We, in our sole discretion, may make such funds available sooner or may extend the hold period beyond the 3 Business Days, based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we deem relevant. We will notify you if we elect to extend the hold period for any reason.
- If the maker of an item or another third party makes a claim against us or seeks a re-credit with respect to any item processed through the Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim.
- We also may charge or offset any of your accounts for any item that is returned, whether or not the return is timely or proper.
- If an item is returned to us for any reason, we may return it to you in the form of a substitute check.
- If you decide to redeposit the returned item, you may only redeposit the returned item we provide you, not the original item.
- Substitute checks are Prohibited Items and may not be deposited using the Service.
- We may elect to extend the hold period for any reason and will notify you if we do so.
- If the maker of an item or another third party makes a claim against us or seeks a re-credit with respect to any item processed through the Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim.
- We also may charge or offset any of your accounts for any item that is returned, whether or not the return is timely or proper.
- If an item is returned to us for any reason, we may return it to you in the form of a substitute check.
- If you decide to redeposit the returned item, you may only redeposit the returned item we provide you, not the original item.
- Substitute checks are Prohibited Items and may not be deposited using the Service.

m. Disposal of Transmitted Items.

- Upon your receipt of a confirmation from us that we have received an image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" to ensure that it is not presented again for payment.
- You agree to securely store each original check that you deposit using the Mobile Deposit Service for at least 30 days after transmission to us. After 30 days, you agree to destroy the original check.
- You understand that you are responsible for any loss caused by your failure to secure the retained check.
- You agree never to represent the check after it is submitted through the Mobile Deposit Service. During the time the retained check is available, you agree to promptly provide it to us upon request.

n. Additional Indemnification Provisions. In addition to the indemnification provisions within the Section of the General Provisions titled DISCLAIMER OF WARRANTY, LIMITATION OF OUR LIABILITY AND OBLIGATION, AND YOUR INDEMNITY you agree that you will indemnify, defend, and hold us and our vendors harmless against any and all actions, proceedings, liabilities, losses, costs (including attorneys' fees),

penalties, fines, and claims, including (without limitation) warranty claims, that result from or arise in connection with:

- our acceptance or processing of items in accordance with the Mobile Deposit Terms;
- any modifications or changes you make to the Mobile Software without our written consent;
- any misuse of the Mobile Software or Mobile Hardware by you;
- actions by third parties, such as the introduction of a virus, that delay, alter, or corrupt the transmission of item images or information to us; or
- any claim by a recipient of a Substitute Check (corresponding to an item processed through the Mobile Deposit Service), that the recipient incurred a loss due to:
 - the receipt of a Substitute Check instead of the original item, or
 - multiple payments with respect to the same original item, based on any combination of the original item, the Substitute Check, and/or any paper or electronic copy of either.

12. Online Statements.

a. About This Service.

- We generally make paper statements available to you via U.S. Mail for each account that you maintain with us. With these paper statements we also include and mail certain notices and disclosures related to your account. We will refer to these paper statements made available to you via U.S. Mail and the related notices and disclosures as your "Paper Statements."
- This Service allows you to choose paperless delivery by replacing Paper Statements with an electronic version that you can view on your desktop computer, a tablet or Mobile Device and save or print at your convenience. We make electronic versions of your statement available to you in pdf format. We will refer to such pdf statements as "Online Statements."
- You will be able to view the current month's Online Statement and previous Online Statements for the number of months you have been enrolled in Online Statements (up to a maximum of eighty-four (84) months).

b. Accounts Eligible for Online Statements. Many individual and jointly-owned accounts eligible for the Services are also eligible for Online Statements. Please refer to the Instructions to identify which Accounts are eligible for this Service.

c. To Choose Online Instead of Paper Statements.

- You may choose your preference for Online or Paper Statements on an account by account basis as provided by accessing "Statements" via the Menu or the My Favorites bar. Thus, you may choose Online Statements for some accounts and Paper Statements for other accounts or choose either method of delivery for all your statements.
- After we have a reasonable opportunity to put your preference for an Online Statement for a particular Account into effect, you will not receive any further Paper Statements for that Account, except as provided below.

d. Jointly-Owned Accounts.

- If you or another co-owner of the account changes the statement preference to "Electronic" from "Paper," we will make Online Statements for that account available to you and to each co-owner also enrolled in Mobile Banking or Online Banking.

- Once such enrollment takes effect, the mailing of Paper Statements to any and all owners of the joint account will cease.
- Alternatively, if you or another co-owner changes the statement preference to "Paper" from "Electronic," we will resume mailing Paper Statements to the address currently associated with that account in our records and neither you nor any other co-owners will be able to access statements for that account electronically via the Services. And, you may be charged a fee for the production and mailing of Paper Statements.

e. Notice of Online Statement Availability.

- We will make your Online Statements available to you on the same date on which we otherwise would make or have made your Paper Statement available to you.
- We will attempt to send an e-mail notifying you that your Online Statements are available. This e-mail notification will be sent to the e-mail address you have designated for your use of the Services.
- You acknowledge and agree that it is your responsibility to access your Online Statements periodically with or without any e-mail notification to do so from us, unless such notification is required of us as a matter of law.

f. Your Obligation to Review Your Account Statements. Your same obligations and responsibilities to timely examine your Paper Statements and report errors and discrepancies apply to Online Statements.

g. Difficulty in Accessing Your Online Statements.

- In light of your obligation to review your Online Statements, you acknowledge it is your responsibility to download and save in electronic form or print and retain Online Statements for your records.
- You agree that you will notify us as soon as possible in the event that you experience any technical difficulties in accessing, or are unable to access, any Online Statements that we have made available to you.

h. No Alteration and Best Evidence. You agree that you will not alter any information in any Online Statement and that our record of any Online Statement is the best evidence of the information set forth in such Online Statement.

i. Canceling Online Statements.

- *You* can change the delivery method for an individual Account enrolled in Online Statements using the appropriate feature of the Service or by contacting Customer Service. Please note that changing the delivery method or cancelling Online Statement services for one of several Accounts enrolled in Online Statement services will not cancel Online Statement services for the others.
- We may cancel your enrollment in Online Statement services without notice to you (i) at any time in our discretion or (ii) if we determine that your e-mail address is no longer current or if any e-mail notification transmitted to your e-mail address is returned "undeliverable" or is otherwise rejected for delivery, without liability to you. The right to suspend, disable, or terminate for the circumstances described above does not impose a duty upon us to inquire or otherwise monitor for such circumstances and/or an obligation to terminate your Online Statement services should such circumstances arise.
- Following your cancellation of the Services for an Account, we will make Paper Statements available to you beginning with the periodic statement next following cancellation according to the

terms and conditions of the Deposit Agreement and at such fees which are applicable to your Account.

- You agree that inactivity if not accompanied by your actual changing your delivery method or notice to cancel Online Statement Services will not amount to: (i) your request to discontinue your Online Statement services or (ii) your withdrawal of your consent to receive electronic delivery of required disclosures and other notices.

j. Terminating or Suspending the Services.

- If we terminate or suspend your Online Statement Services, you will resume receiving Paper Statements, according to the terms of the Deposit Agreement governing the Account, to the postal address in our records for such Account, beginning with the periodic statement next following the suspension of your Online Statement services.
- Once you resume receiving Paper Statements we may charge you the fee applicable to making Paper Statements available to you.

k. Disabling the Services.

- If you have not successfully logged onto the Services for a continuous period of 180 days and you do not have recurring Transfers or Payment scheduled during this period, your access to the Services may be disabled. Once disabled, you must contact us to reactivate your Services and hence your access to Online Statements.
- While disabled, you understand that we will continue to make your Account statements and related notices and disclosures available via Online Statements only and that you must either (i) reactivate your Services to gain access to your Online Statements by contacting us or (ii) cancel your Online Statement services and reactive your Paper Statements as provided in the "Canceling Online Statements" section above.
- You acknowledge that while your access to the Services is disabled you still have the obligation to inspect your Account statements and report any "problems" as set forth in the Deposit Agreement.
- Further, you agree that we have met our obligation to make your Account statements and related notices and disclosures available to you by continuing to make them available in Online Statements while your Online Banking Services are disabled.

l. Obtaining Paper Copies of Online Statements.

- If an Online Statement is removed from Online Banking or if your Online Statement services terminate before you save or print and retain a copy you may request your local branch to provide you with paper replacement copies of your account statements; but, you may be subject to applicable fees, if any.
- To request a paper copy of an account statement and any required disclosures that you agreed to receive electronically, please contact us as provided in the "Notices" section below. A fee may apply when requesting a duplicate statement copy, in paper form, of your Online Statement.

13. Electronic Funds Transfer Provisions (Consumer Only).

The disclosures and terms in this part are applicable only to the extent that the use of such Services are primarily for personal, family, or household use. These provisions do not apply to commercial customers accessing Accounts with us established for business purposes. Your rights, protection, and liabilities as a consumer are outlined in the following disclosure in accordance with the Electronic Funds Transfer Act.

a. In Case Of Errors or Unauthorized Payments or Transfers.

An unauthorized transaction means a transaction from your Account that is initiated by another person without your authority to initiate the transaction and from which you receive no benefit. It does not include any transaction that is initiated by a person who was furnished with your User Id and Password by you, unless you have notified us that transactions by that person are no longer authorized and we have had a reasonable opportunity to act on that notification.

- i. If you believe that an unauthorized transaction has been or may be made from one of your Eligible Accounts,

Call us: [1-800-448-8812](tel:1-800-448-8812)

Write us: Hancock Whitney Bank
Attn: Contact Center
Post Office Box 4019
Gulfport, MS 39502

e-mail: contactcenterservice@hancockwhitney.com

- ii. Also, contact us as soon as you can if you think:
 - your statement or transaction record is wrong;
 - you need more information about a transaction listed on your statement;
 - an unauthorized person has discovered either your User Id or Password for any of your Services; or
 - any payments or transfers have been made without your authorization.

b. Our Customer Service Representatives are available from 7 a.m. to 7 p.m., Monday through Friday, excluding bank holidays, and 8 a.m. through 2 p.m. on Saturday. We must hear from you no later than 60 days after we have sent the first statement on which the problem or error appeared. When you contact us, please provide the following information:

- your name and account number;
- the date and dollar amount of the transaction(s) in question;
- the external bank routing number and account number;
- the confirmation number assigned any of the Services, if available; and
- a description of the transaction you are unsure of.

c. If you tell us verbally, we may require you to send us your complaint or question in writing or via e-mail within 10 Business Days.

d. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your

complaint or question. If we decide to do this, we will provisionally credit your Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your Account.

e. For errors involving new Accounts we may take up to 90 days to investigate your complaint or question and we may take up to 20 Business Days to credit your Account for the amount you think is in error.

f. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we provisionally credited my Account, we may take back the amount of any credit if it finds that an error did not occur.

g. Stopping Preauthorized EFTs.

- In addition to using Mobile Banking or Online Banking to cancel a recurring Transfer or Bill Payment, you may also stop any payment by contact us as follows:

Write us: Hancock Whitney Bank
Attn: Contact Center
Post Office Box 4019
Gulfport, MS 39502

e-mail: contactcenterservice@hancockwhitney.com

- in time for us to receive your request three (3) or more Business Days before the Delivery By Date.
- If you call, we may also require you to put your request in writing and send it to us within 14 days after you call.
- Stop payment fees may apply.

h. Your Liability For Unauthorized Transfers.

- Tell us AT ONCE if you believe that your User Id and/or Password has or have been comprised.
- Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your Account (plus your maximum overdraft line of credit).
- If you tell us within 2 Business Days, you can lose no more than \$50 if someone used your User Id and Password without your permission.
- If you do NOT tell us within 2 business days after you learn that your User Id and Password have been compromised and we can prove we could have stopped someone from accessing your User Id and Password without your permission if you had told us, you could lose as much as \$500.
- Also, if your statement shows payments or transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking

the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

14. Third Party Personal Financial Management Tools.

a. About This Service.

- We may, at our option, permit you to access Online Banking via certain Personal Financial Management Tools, which may include certain software applications, mobile applications, and/or online services (including, for example, financial planning, asset management, data aggregation and budgeting software and services) you acquire from third parties. You are responsible for obtaining and maintaining a valid separate license agreement with the provider(s) of your Personal Financial Management Tools. In this section we shall refer to the Personal Financial Management Tools as the "PFM Tools."
- We may permit, change, restrict, or cancel the ability of any PFM Tool to access Online Banking, or any specific Account or Service, at any time, in our sole discretion. We may also add to, modify, or delete any feature of your ability to access the Service through your PFM Tools at any time, in our sole discretion.
- Your use of your PFM Tools is governed by this Agreement and by the license and/or service agreements between you and the third party provider(s) of the PFM Tools. You agree to use the PFM Tools according to this Agreement and the license and/or service agreements with your third party provider(s), and according to any instructions or guidance from such third party provider or from us.
- You are responsible for the correct set-up and installation of the PFM Tools and use of the PFM Tools according to any and all instructions or guidance provided.

b. Online Banking Access.

- You may download information into your PFM Tools from certain Accounts.
- Some but not all Account information may be downloaded into your PFM Tools.
- The Accounts for which these options are available will be identified on the Website.

c. Limitations About Information Obtained Using This Service. You understand and agree that:

- Account statements that we generate are the official record of account information, including transactions and balances, and the information you download into your PFM Tools is for your informational purposes only and is not considered an official record of your Account.
- Account information won't necessarily reflect banking, financial, or investment activities and transactions that have not yet been completed or settled and will only reflect the account information in your Accounts at the exact point in time that you download the information (for example, trades that have not yet been settled may not be reflected).
- Account information in your Accounts may reflect transactions as of a prior time period and may not be current when you download the information.
- We won't automatically update Account information that you download to your PFM Tools. You will have to update the Eligible Account information by downloading more current information from your accounts.

d. Transfers. You may, at our option, be able to transfer funds from certain Accounts through instructions initiated using PFM Tools. Other than the fact that you initiate such a transfer using the PFM Tools versus the Transfer functionality within Online Banking, all of the other terms and conditions in that section titled "Transfers Within Hancock Whitney" apply to transfers initiated using PFM Tools.

e. Limitations About Security and Confidentiality Using This Service. You also understand and agree that:

- Once you send or take Account information out of our secure systems by downloading it, we're no longer responsible for the security and confidentiality of that information, and the responsibility is now yours (or may be shared with others, such as your PFM Tools provider).
- We aren't responsible for the security and confidentiality of your Account information if you:
 - use wireless connections to download your account information, in which case you acknowledge other persons may be able to access the information being downloaded; or
 - allow others access or use your PFM Tools.

f. Additional Disclaimers and Limitations of Liability. In addition to the general disclaimers and limitations of liability and obligation in this Agreement, you agree that we make no warranties, assume no responsibility, and we are not liable for or regarding:

- your access and use of the PFM Tools according to the terms and conditions of any and all applicable license agreements between you and the provider(s) of such PFM Tools.
- the download or transfer option's fitness for a particular purpose and non-infringement of any third party rights.
- any loss, damages or expenses of any kind as a result of your inability to use the download or transfer option or your reliance upon the Account information in your PFM Tools.
- unauthorized access of any Account information you download and store in your PFM Tools or to any Account using the PFM Tools;
- the accuracy, timeliness, loss or corruption, or mis-delivery of any Account information or transfer; and
- your failure to properly follow the instructions for using the Service or the PFM Tools.

15. Additional Services Available Only To Business Accounts and Other Provisions.

a. ACH Payroll.

- The ACH Payroll Services enable you to initiate ACH credit entries for Direct Deposit Payroll subject to the terms and conditions set forth in the ACH Payroll Addendum (the "Addendum") under section 26 of this Agreement.
- As another of our Mobile and Online Banking Services, we offer the ACH Payroll Services according to the Addendum and this Agreement provided that you apply with us for access to these services and we in our sole discretion approve your application.
- Please note that the ACH Payroll Service is solely a business purpose service and we limit its use with commercial and not consumer Accounts.

b. Linked Accounts.

- You may allow the authorized representatives of other businesses or individuals to link business or personal accounts to your Business Mobile and Online Banking ("Linked Account(s)"). You may elect to do so at your risk and the risk of such other businesses or individuals, and not ours.
- To do so such authorized representatives and/or individuals must execute and deliver a [Linking Agreement](#) to us and agree to the terms and conditions of the Agreement.
- Such authorized representatives must have the authority of their respective business to link such accounts to your Services and accept your current Administrator and those appointed from time to

time hereafter to serve as the Administrator of its Linked Account(s) under the terms and conditions of this Agreement, including any Addendums in which you are separately enrolled.

- Once linked your Administrator and each Sub-User may use their individual Security Codes to access each Linked Account as authorized by the Administrator.
- Please note that if you are a sole proprietor certain of your consumer individual and/or joint deposit or loan accounts may be linked to our Business Mobile and Online Banking by default. To remove any accounts linked by default to your Business Mobile and Online Banking you must contact us as provided in that section titled "Notices," which can be found within the General Provisions of this Agreement.

c. Administrator.

- For business Accounts, you will access and use the Services through your Administrator, who you authorize as your agent to take any and all actions on your behalf to enroll you in the Services and to initiate or originate any and all actions or transactions available via the Services.
- You agree that we do not owe you a duty to monitor the use of these Services by your Administrator or any sub-user that your Administer enables to use these Services.

d. Sub-Users.

- You further authorize your Administrator to add other persons as users of the Services and designate which of your business Accounts they may access and the level of activity in which they can engage in such accounts ("Sub-Users"). Sub-Users may not be allowed for certain types of business Accounts, as noted in the Instructions.
- Accordingly, you hereby authorize each Sub-User to act on your behalf based on the rights that your Administrator delegates to such Sub-Users.
- The designation of your Administrator and Sub-Users, if any, as your authorized agents to engage in the Services for a business Account will be considered the authorization for all other account owners or Linked Customers of that Business or Linked Account.
- Therefore, any and all actions or transactions undertaken or originated by your Administrator and Sub-Users on a Business or Linked Account, including those you did not want or intend, are transactions that are authorized by you and you are responsible for those transactions.

e. Two or More Signature Account. You understand and agree that to the extent of their authority, each Administrator or Sub-User acting alone can initiate actions or originate transactions and, consistent with our Deposit Agreement, we do not assume and, in fact, expressly disclaim any duty to enforce multiple signature or authorization requirements.

f. Your Liability For Use Of the Services By Your Administrator And Sub-Users.

- You assume the entire risk of all acts and omissions of your Administrator and each Sub-User in their access to and use of the Services. For example, without limitation, should your Administrator or a Sub-User pay bills that aren't yours, you assume the entire risk of any loss.
- You also agree to indemnify and hold us and our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses (including attorney fees) arising out of or related to such use.

g. Security Procedures.

- You will control access and use of the Services by your Administrator and each Sub-User through access and verification procedures such as user identifications, passwords, and other authentication devices (collectively, "Security Codes"), and by defining appropriate levels of authorization and use for your Sub-Users (such levels of authorization along with the "Security Codes" are collectively referred to as the "Security Procedures").
- We strongly advise you to properly use all the Security Procedures as provided in the Instructions.
- You acknowledge and agree that you, and not us, are responsible for properly using the Security Procedures, safeguarding the Security Codes of your Administrator and each Sub-User, and establishing appropriate levels of access and use to your Business or Linked Accounts via the Services.
- You agree that no individual will be authorized as Administrator or as a Sub-User absent such proper authorization, supervision and safeguards.
- You further agree to take those steps necessary to maintain the confidentiality of the Security Procedures, including, but not limited to, preventing the unauthorized disclosure of or access to the Security Codes.

h. Obligation To Monitor; Risk Assessment and Evaluate Internal Controls.

- You understand that we will not monitor your compliance with the Security Procedures.
- You acknowledge and agree that you are responsible for monitoring transactions for the Services within your Business and Linked Accounts and that you will notify us immediately if you have reason to believe that an Administrator or Sub-User's Security Codes have been compromised or that an unauthorized transaction or transactions possibly has or have occurred.
- We strongly recommend that you periodically, but, no less frequently than annually, undertake an information systems and data security risk assessment and evaluation of your related internal controls.

i. Obligations Regarding Error Detection; Right to Reject Transaction.

- You acknowledge that the Security Procedures are not designed to enable us to detect your errors in using the Services and we have not agreed to any error detection procedure and assume no obligation to detect any such errors.
- You further acknowledge and agree that you are solely responsible for the timeliness, accuracy and completeness of any instruction or information entered by your Administrator and Sub-User in connection with any transaction related to the Services.
- Finally, you acknowledge and agree that we have the right, but not the obligation, to reject any transaction or request generated via the Services if the transaction or request is incomplete or inaccurate in any respect.
- This right does not alter, limit or otherwise diminish your obligations regarding the timeliness, accuracy and completeness of any transaction or request that you submit.

j. Commercial Reasonableness (Only Applicable to Business Accounts). You hereby agree that the Security Procedures, if used as provided in the Instructions, are consistent with commercially reasonable and acceptable practices and meet all of your standards for security.

k. Limitation of Liability For Transactions Initiated Using Valid Security Procedures. Without limiting the generality of the provisions set forth below, YOU HEREBY AGREE TO HOLD US HARMLESS FOR PERFORMING ANY AND ALL TRANSACTIONS INVOLVING THE SERVICES AS AND WHEN ENTERED UNDER A VALID ADMINISTRATOR OR SUB-USER IDENTIFICATION, PASSWORD AND AUTHENTICATION DEVICE, WHETHER OR NOT THE PERSON ENTERING SUCH TRANSACTIONS IS

AUTHORIZED TO PERFORM SUCH TRANSACTIONS, OR WHETHER OR NOT THE SUB-USER ENTERED THE TRANSACTIONS TIMELY, ACCURATELY OR COMPLETELY. YOU AGREE THAT WE SHALL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENTS AND TRANSFERS MADE USING USER IDENTIFICATION, PASSWORDS, AND SECURITY CODES THAT YOU ASSIGN THAT OCCUR BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE A REASONABLE OPPORTUNITY TO ACT UPON SUCH NOTICE.

I. Liability For Errors.

- Scope. As used herein, "Errors" refer to our errors in processing Transfers and Bill Payments from a Business Account (referred to herein as a "Transfer or "Payment"). The provisions in this section apply to our errors in processing a Transfer or Payment to or from a business Account that you initiated using one of the Services. For provisions regarding such errors involving a Consumer Account, please refer to that section titled **Electronic Funds Transfer Provisions (Consumer Only)**.
- Transfer Errors. If we do not properly complete a Transfer or Payment on time or we made a Transfer or Payment in an amount less than you requested, our liability is limited to any related late fees or finance charges that you reasonably incur as a result, provided that, your account with the payee was otherwise current and in good standing.
- Cancellation Errors. If we fail to cancel a Transfer according to your cancellation instructions or if we make a Transfer in an amount in excess of that you requested, our liability is limited to a refund of the amount erroneously paid, plus interest thereon lost as a result for the period beginning with the date on which the funds associated with such Transfer are withdrawn from your account to the date of such refund. However, in no event will this interest period exceed 60 days.
- Interest. If we become liable to you for interest under this Services Agreement or other applicable law, such interest shall be calculated based upon the average Federal Funds Rate at the Federal Reserve Bank in the Federal Reserved District in which we are headquartered for each day interest is due, computed on the basis of a 360-day year.

16. Security.

a. About Security and Access.

- You need a username and password or other security and authentication procedure that we establish, to access your Accounts and the Services.
- We may set and from time to time change standards for your username and password and for other security and authentication procedures.
- To enhance the security of your Accounts and the Services, we may also offer you additional, optional security procedures. These could include random number generators or one-time passwords or pins.
- We may also require the use or activation of specific applications, Internet browser software features, plug-ins and add-ons, to use the Service. These could include JavaScript support and "cookies."
- To enable and enhance secure access to the Service, we may also access detailed information about the computers and Mobile Devices you use to access the Service. This could include telephone numbers and unique internal and network identifiers for your computers and Mobile Devices.
- We also use cookies and other technology for information security and other purposes, as described in our Website's Online and Mobile Privacy Policy.
- We may place cookies and other identifiers on the computers and Mobile Devices you use to access the Service.

b. Usernames and Passwords.

- Usernames and passwords must meet the standards we establish. These standards will be available on the Web Pages or in the Instructions and FAQs for your reference whenever you create or change a username and/or password.
- We may require you to change or update your username and/or password at any time. Regardless of whether we do so, we recommend that you change your password regularly, and select a unique username and password combination for use only with the Service.
- If we change these standards, you may have to change your password to meet the new standards. We aren't required to give you advance notice that we have changed the standards, or that we're requiring you to change or update your password.
- You are responsible for keeping your password confidential.
- We recommend you select a unique username and password combination for use only with the Service, and memorize it rather than writing it down.
- You can change your username and/or password within the Service by selecting the "Security" option from the Menu or you can call us at [1-800-448-8812](tel:1-800-448-8812).

c. Protecting Your Security.

- You will need to protect your username and password for the Service.
- You must notify us immediately if you suspect fraudulent activity on your Account or if you believe that:
 - your password may have been lost or stolen;
 - a Mobile Device you use to access the Service has been lost, stolen or compromised; or
 - someone viewed, downloaded or deleted electronic records from your Account or via the Services without your permission.

17. Our Liability and Limitations - *Applicable to Consumer Accounts Only.*

a. We will be responsible for performing the Services that we agree to provide to you as described in this Agreement, using substantially the same degree of skill and care that we generally apply in performing Services for our other clients. Unless as specifically provided otherwise in this Agreement, our liability will be limited to:

- restoration, as soon as reasonably practicable, of any interrupted Service; or
- re-perform the Service involved at our expense, e.g., correcting, reversing or otherwise making accurate any errors in performance.

b. For a Consumer Electronic Fund Transfer ("EFT"), if due to our error and fault:

- if we do not provide a Transfer instruction on time,
- if we cause an incorrect amount to be removed from an Account,
- if we cause the Transfer funds from an Account to any account other than the Account specified in the applicable Transfer instruction, or
- if we fail to stop or cancel a pre-authorized and recurring Transfer or Bill Payment as you have properly instructed us to do, we shall be liable for your actual losses or damages.

c. For Bill Payments, actual losses or damages typically are limited to late payment fees or penalties; provided that, your account with the payee was otherwise current and in good standing.

d. The provisions of this section generally apply to your use of the Services, excepted as limited herein, and supplement similar provisions that apply to specific Services.

18. Our Liability and Limitations - *Applicable to Business Accounts Only.*

a. Except as may be specifically provided regarding certain Services and as generally provided below, you agree that you will use the Services at your sole risk, including without limitation, the risk of erroneous or fraudulent transactions.

b. We will be responsible for performing the Services that we agree to provide to you as described in this Agreement, using substantially the same degree of skill and care that we generally apply in performing Services for our other clients. Unless as specifically provided otherwise in this Agreement, our liability will be limited to:

- restoration, as soon as reasonably practicable, of any interrupted Service;
- re-performing the Service involved at our expense, e.g., correcting, reversing or otherwise making accurate any errors in performance; or
- failing the above, our liability to you is limited to actual monetary damages you incur as a result of our material breach of this Agreement, or our gross negligence, willful misconduct or criminal conduct in performing or failing to perform the affected Service; and
- except as otherwise expressly provided in this Agreement, our liability for actual monetary damages will not exceed the lesser of: (1) the actual amount of such damages or (2) the aggregate amount of fees you paid to us for the affected Service during the 12-month period immediately preceding the date on which such damages occurred, or such lesser number of months that you have received the Service.

c. For our liability specific to Transfers and Bill Payments refer to the "Our Liability For Errors" paragraph within the section titled Additional Services Available Only To Business Accounts and Other Provisions.

d. The provisions of this section generally apply to your use of the Services, excepted as limited herein, and supplement similar provisions that apply to specific Services.

19. Exceptions To Our Liability.

However, there are some exceptions to the preceding two sections providing for Our Liability and Limitations applicable to Consumer Accounts Only and Business Accounts Only, respectively. We will not be liable for any losses or damages as a result of:

- acting or processing according to your instructions using the Services, including without limitation, debiting or crediting Accounts or our inability to do so when processing a Transfer or Bill Payment according to your instructions;
- through no fault of ours, you do not have enough money in the Account to make the Transfer or Bill Payment and, if applicable, including any funds available via an overdraft protection service linked to the Account;
- you did not properly follow the Instructions and FAQs in using the Services, particularly without limitation, not following the scheduling instructions and requirements for making a Transfer or Bill Payment;

- you provided us with inaccurate, incomplete or incorrect information using the Services, particularly without limitation, in scheduling the Transfer or Bill Payment;
- third party error or fault, particularly without limitation, another financial institution, clearinghouse or other payment system provider mishandles or delays the handling of a Transfer or Bill Payment or computer or other system failures of another financial institution, clearinghouse or payment system provider and we are unable to complete the transfer;
- the Service, your computer or Mobile Device not working properly and you knew about the malfunction when you started the Transfer or Bill Payment; or
- any telecommunications or other utility service you use in connection with the Service has been disconnected or there are deficiencies in the quality of such service;
- circumstances beyond our control (such as computer failure, telecommunications outages, fire, flood, loss of electrical power or other natural disasters) prevent us from making or completing a Transfer or Bill Payment, despite reasonable precautions we have taken;
- funds in an Account from which you attempt to make a Transfer or Payment are restricted by legal process or other encumbrances; or
- another exception or limitation stated in this Agreement or the applicable Account Agreement.

The provisions of this section generally apply to your use of the Services, excepted as limited herein, and supplement similar provisions that apply to specific Services.

20. DISCLAIMER OF WARRANTY.

UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW:

- WE PROVIDE THESE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS;
- WE MAKE NO WARRANTIES OF ANY KIND FOR THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
- WE DO NOT WARRANT THAT THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR WEBSITE THAT MAKES THE SERVICE AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND
- WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTIES REGARDING THE ACCURACY AND COMPLETENESS REGARDING THE INFORMATION YOU OBTAIN USING THESE SERVICES REGARDING YOUR ACCOUNTS, INCLUDING WITHOUT LIMITATION, THE BALANCES, STATUS OF SUCH ACCOUNTS OR TRANSACTIONS WITHIN SUCH ACCOUNTS USING THE SERVICES OR OTHERWISE.

The provisions of this section generally apply to your use of the Services, excepted as limited herein, and supplement similar provisions that apply to specific Services.

21. LIMITATIONS TO TYPES OF DAMAGES.

UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW:

a. NEITHER WE NOR OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENT, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, AND/OR THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE FOR ANY:

- INDIRECT;
- CONSEQUENTIAL DAMAGES;
- INDIRECT DAMAGES;
- INCIDENTAL DAMAGES;
- SPECIAL DAMAGES; AND/OR
- EXEMPLARY OR PUNITIVE DAMAGES.

b. WITHOUT LIMITATION, THE LIMITS ON LIABILITY NOTED ABOVE EXTEND TO:

- DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES;
- LOSS OR LIABILITY YOU MAY INCUR RESULTING WHOLLY OR PARTLY FROM FAILURE OR MISUSE OF YOUR EQUIPMENT OR SOFTWARE PROVIDED BY AN EXTERNAL COMPANY (SUCH AS AN INTERNET BROWSER PROVIDER, AN INTERNET ACCESS PROVIDER, AN ONLINE SERVICE PROVIDER OR AN AGENT OR SUBCONTRACTOR OF ANY OF THEM); AND
- DAMAGES ARISING FROM SCHEDULED SYSTEM MAINTENANCE AND CIRCUMSTANCES BEYOND OUR CONTROL, SUCH AS (BUT ARE NOT LIMITED TO):
 - POWER OUTAGES;
 - SYSTEM FAILURES;
 - NATURAL DISASTERS INCLUDING EXTREME WEATHER, FIRES AND FLOODS;
 - CYBER-ATTACKS, INCLUDING DENIAL OF SERVICE (DOS) ATTACKS.

c. THESE LIMITATIONS APPLY WHETHER THESE DAMAGES OCCUR IN AN ACTION UNDER CONTRACT, OR FROM NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, THE SERVICES, OR THE INABILITY TO USE THE SERVICES.

The provisions of this section generally apply to your use of the Services, excepted as limited herein, and supplement similar provisions that apply to specific Services.

22. Limitations of Our Obligations.

Unless specifically provided to the contrary in this Agreement and to the fullest extent permitted by law, we won't be obligated to honor, in whole or in part, any transaction or instruction that:

- is not in accord with this Agreement or any other agreement that applies to the Account involved in the transaction;
- we have reason to believe may not be authorized by you or any other person whose authorization we believe necessary;

- we have reason to believe involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction;
- we have reason to believe that you or someone else acting with you is using the Service for illegal or fraudulent purposes;
- your Account is presumed abandoned under Applicable Law, or we consider your Account to be dormant or inactive under our policies and procedures;
- would violate any Applicable Law or Regulation; or
- we have other reasonable cause not to honor for our or your protection.

The provisions of this section generally apply to your use of the Services, excepted as limited herein, and supplement similar provisions that apply to specific Services.

23. Indemnification.

Except where we're liable under the terms of this Agreement or another agreement governing the applicable Account, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us;
- any fraud, manipulation, or other breach of this Agreement or the Service;
- your violation of any other applicable laws or rights of a third party, including but not limited to rights of privacy, publicity or other property rights;
- the provision of the Service or use of the Service by you or any third party.
- your failure to comply with Applicable Law and Rules and Regulations; or
- actions by third parties, such as the introduction of a virus, that delay, alter, or corrupt the transmission of information to us.

We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent.

24. Cancelling; Terminating; Suspending Access To The Services.

Your access to the Services will remain in effect until it is cancelled by you or terminated by us and/or suspended by us.

a. Cancellation.

- You may cancel your access to the Services at any time by notifying us of your intent to cancel by telephone, in writing or by e-mail as explained in that section of this Agreement titled "Notices."
- When you do so we will generally cancel access to all of the Services. But note that you can cancel your Bill Payment Services and/or ACH Web Services without cancelling your other the Services.
- Your notice of cancellation will take effect after we receive it and have a reasonable amount of time to act on it.

b. Termination or Suspension of Service.

- We may suspend or terminate your access to the Services for any reason (with or without cause) and at any time.
- We may do so without prior notice to you if:
 - you breach the Agreement, including without limitation by violating any Rule or Regulation, Applicable Law or term or condition within a Mobile and Online Banking Service Addendum;
 - we believe there has been or may be (i) a breach in the security of your access to the Services via your personal computer, tablet or Mobile Device or (ii) unauthorized activity involving your Account; or
 - we are uncertain regarding the authorization, completeness, or accuracy of information sent to us.

c. Access Terminated - Inactivity.

- We may terminate your Logon ID if you have had no login activity for at least 90 days.
- If you have scheduled a recurring transfer or Bill Payment or have set up ACH Web Services, your access to the Services will not be affected.
- Once terminated, you will be required to re-enroll in Mobile Banking or Online Banking.
- We may provide you with notice prior to terminating your Mobile Banking or Online Banking access as provided in Section 2(f).

d. Effects of Cancellation, Termination or Suspension.

- Cancellation, termination, or suspension of your access to the Services will not stop any Transfer or Bill Payment or Stop Payment requests that you previously submitted, that we confirmed and that are in process.
- However, upon cancellation, termination or suspension of your access to the Services may terminate all Transfers or Bill Payments that you have scheduled but which are pending.
- Likewise, cancellation, termination or suspension of your access to the Services will end your ability to cancel or edit a pending Transfer or Bill Payment using the Services.
- Upon cancellation or termination, you will remain liable for payments, transfers and other transactions in process, and all accrued fees and charges.
- As detailed in Section 10(J), upon cancellation, termination or suspension, your Online Statement Service reverts to Paper Statements and we may charge you the applicable fee for making Paper Statements available to you. Although we will attempt to notify you of such actions in advance, we are not obligated to do so.

25. General Provisions.

a. Change in Terms of Use.

- You agree that we may amend these Terms of Use at any time. For example, we may add, delete or amend the terms or services.
- Any such change will be effective as of the date we establish, subject to applicable law.
- We will notify you of any such changes electronically or by mail.
- Your use of Online Statement services or otherwise maintaining and not canceling your service following the effective date of any changes indicates your agreement with such changes.
- Either we or you may terminate this Agreement and your use of the Online Statement services at any time without notice. Your obligations under this Agreement survive its termination or cancellation or suspension.

b. Notices. You may provide notice to us of any matter related to or arising out of this Agreement, as follows:

Telephone us:

[1-800-448-8812](tel:1-800-448-8812) ; or

Write us:

Hancock Whitney Bank

Attn: Contact Center

Post Office Box 4019

Gulfport, MS 39502; or

e-mail us:

contactcenterservice@hancockwhitney.com

c. Confidentiality and Privacy - Account Information Disclosure. We will disclose information to third parties about your Account or the Transfers and Bill Payments you make:

- when necessary to verify or complete Transfers or Bill Payments or to resolve a problem related to such transactions;
- to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- in order to comply with government agency or court orders;
- at our discretion to any of our subsidiaries or affiliates, as limited by Applicable Law;
- if you give us written permission to do so; or
- as otherwise permitted in our Account Agreement, Privacy Policy, or Applicable Law.

d. Monthly and Transaction-Based Fees.

- You agree to pay the fees specified in our current Personal or Business Online Fee Schedule (the "Fee Schedule(s)"), as applicable and as amended from time to time. These Fee Schedules are available [here](#) and are fully incorporated into this Agreement by reference.
- We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of any of the ~~Online and Mobile Banking~~ Services. If you continue to use a Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you.
- In addition, stop payment fees and other service charges may apply. For example, there may be additional fees charged against your Accounts if a transaction you initiate using the Service causes any of your Accounts to be overdrawn, exceed the maximum permissible number of transactions for the Accounts, or exceed any other qualifiers for the Accounts. Refer to the Account Agreements and the associated Account Fee Schedules, for these fees.
- Further, we may require you to designate a deposit account from which we may debit fees arising out of your use of the Services; otherwise, we may debit such fees, if any, from the Account which is the source of funds from a Transfer or Bill Payment ("Billing Account"). Any applicable fees for the Services may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds we may collect the fees from any other depository Account you maintain with us.
- If we are unable to deduct all applicable fees from your Service Charge Account or Transaction Fee Account, as applicable, for any reason (such as, the Account has been closed or there are not

sufficient funds in the Account), you authorize us to deduct all applicable fees for the Service from any of your other depository Accounts.

e. Service Hours.

- The Services are available 24 hours a day, seven days a week, except during system maintenance and upgrades.
- Refer to the Instructions and FAQs for each Service for particular process schedules and cut-off times.

f. Credit Information.

- You acknowledge and agree that we or a third party acting as our agent may obtain and use information from consumer credit reporting agencies in connection with any accounts, products, and services offered by us to investigate or reinvestigate any information provided by you.

g. No Signature Required. When any Service generates items to be charged to an Account, you agree that we may debit the applicable account without requiring your signature on the item or without prior notice to you.

h. Severability. If any term or provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect. If there is any conflict between any term of this Agreement and applicable law, this Agreement will be considered modified to the extent necessary to comply with such law.

i. Waiver. No delay or failure in exercising any rights and remedies or require your strict performance of any obligation under this Agreement will impair such right or remedy or limit your obligations or be considered our agreement to limit or waive any of the terms and conditions of this Agreement. Any waiver of our rights and remedies or limitation of your obligations under this Agreement must be in writing and signed by our duly authorized representative.

j. Assignment. You may not assign your rights and obligations under this Agreement to any other person. However, we may assign any or all rights and delegate any or all obligations under this Agreement to any entity directly or indirectly affiliated with us now or in the future or to any third parties.

k. Captions. The captions of sections herein or for other headings are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions for this Agreement.

l. Governing Law and Venue. 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.

m. Construction. Lists of examples are intended as illustrative and not definitive.

n. Our Ownership of Intellectual Property Rights And Limited License.

- We and our third-party software providers retain all ownership and proprietary rights in these Services, the Website, reserve all rights to the copyrighted software, including without limitation the Mobile Apps, not expressly granted herein.

- You may use the Software solely for accessing the Services subject to the terms and conditions of this Agreement.
- You may not do any of the following to the Services, the Website, and any and all software: (i) modify, revise or create any derivative works; (ii) decompile, reverse engineer or otherwise attempt to derive the source code; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights; or (iv) remove or alter any proprietary notices, legends, symbols or labels, including, but not limited to, any trademark, logo or copyright.
- Without limiting the restriction of the foregoing, you may not use the Mobile Deposit Service:
 - in any anti-competitive manner;
 - for any purpose which would be contrary to our business interest; or
 - to actual or potential economic disadvantage in any aspect to us.
- You may use the Mobile Deposit Service only for non-business, personal use in accordance with this Mobile Deposit Service.
- With respect to access via Mobile Devices, neither the software licensor nor the wireless network provider is responsible for any of the materials, information, and financial products or services made available to you via the Software.

26. Mobile and Online Banking Services Agreement ACH Payroll Services Addendum

Your use of the ACH Payroll Services (the “Services”) will be governed by the terms and conditions of this Addendum. This Addendum specifically governs the provision of the Services as one of the several Mobile and Online Banking Services, and it therefore fully incorporates to the terms and conditions set forth or referred to in the Mobile and Online Banking Services Agreement (the “Agreement”), the Electronic Consent, Instructions and Applicable law, as defined therein.

If we make changes to the Services or this Addendum we will notify you according to the procedures outlined in the Agreement.

You understand and agree that your use of the Services is limited to commercial purposes and not consumer purposes and, therefore, the disclosure and other provisions within the Agreement relating to Consumer Accounts and Services are not applicable to transactions posted to your Account using the Services.

1. **Definitions.** As used in this Addendum, the following terms shall have the respective meanings assigned to them below:
 - a. “Authorized” or “authorization” refers to your obligation to obtain from the receiver the authorization required by the Rules for a particular type of entry. These terms include, but are not limited to, an authorization transmitted by the receiver to you via the appropriate method or medium of communication, which contains the required information, and which you obtain after you provide any notices required under the Rules or other state or federal law. “Appropriate method or medium of communication” includes oral, written or properly authenticated record.
 - b. The use of these terms should not be confused with similar terms used in the Instructions which refer to an internal control or security feature available to you to help ensure that entries are properly authorized within your organization before you submit them to us.
 - c. “Business day” refers to Monday through Friday and excludes Saturday, Sunday and any

holiday recognized by the Federal Reserve Bank ("bank holiday").

- d. "Effective date" as used herein and in the Instructions refers to the date specified by you (the originator) as the date on which settlement of the entries is expected to occur and is synonymous with "effective entry date" as used in the Rules. Please note that settlement of an entry with an effective date which falls either on a Saturday, Sunday or bank holiday will occur on the next available business day.
- e. "Entry" or "entries" shall have the meaning provided in the Rules and shall also include the Direct Deposit Payroll data that you provide to us using the Services.
- f. "On-Us Entry" refers to entries to an account maintained with us.
- g. "Rules" shall mean and refer to the Operating Rules promulgated by the National Automated Clearing House Association in effect from time to time throughout the term of this Addendum. These Rules are fully incorporated into the terms of this Addendum and will supplement and not limit or displace any other obligations you owe to us under this Addendum.

Unless otherwise defined herein, terms shall have the meanings provided in the Rules, the Instructions or in the Agreement, whether capitalized or not.

- 2. **ACH Payroll Services.** You hereby request that we provide you with the Services to enable you to initiate ACH credit entries for Direct Deposit Payroll. You understand that you will initiate such entries through us as your Originating Depository Financial Institution ("ODFI") via the Automated Clearing House ("ACH") to accounts maintained with us and accounts maintained with other banks and financial institutions. You hereby agree to compensate us for providing the Services to you as set forth in the Mobile and Online Banking Schedule of Fees and Other Charges. You further understand and agree that we may use one or more third party service providers to make these Services available to you.
- 3. **Compliance with ACH Rules, Applicable Law and Instructions.** Entries initiated by you and transmitted by us are done so using the ACH Network and must be done so according to the Rules. You agree to acquire a copy of the Rules in existence as of the date of this Addendum and thereafter acquire Rules as such are amended from time to time. Rules are available for purchase from NACHA through its current website at <https://www.nacha.org/>. Furthermore, you hereby agree to initiate entries and otherwise use the Services according to the Rules, Applicable Law and Instructions and to use the appropriate Security Procedures. The unauthorized use of the Services or information accessed using such services is strictly prohibited. You agree to indemnify us for any fines or liabilities imposed on or against us for a violation of the Rules or Applicable Law caused by your action and/or inaction in using these Services.
- 4. **Authorization of Entries.**
 - a. **Authorizations (In General).** Before you initiate the first entry to a receiver, you must obtain a proper authorization in the manner and to the extent required by the Rules and Applicable Law. An authorization must be readily identifiable as an ACH credit authorization and must clearly and conspicuously state the terms of the authorization. Revocation language must be included on authorizations for recurring payments. All authorization agreements must contain language requiring persons to acknowledge that ACH entries must comply with provisions of the laws of the United States. You, upon request, must present a copy of the authorization to us. You must retain the signed or authenticated authorization for a period of two (2) years following the termination or revocation of the authorization. You agree not to initiate an entry after the termination or revocation of an authorization.
 - b. **Warranties.** For each entry that you submit to us, you represent and warrant to us that each

entry that you submit shall comply with the terms of this Addendum, the Rules, and all applicable federal and state law and regulations. You acknowledge that under the Rules we must make certain warranties to other participants in the ACH process when we transmit an entry on your behalf and you agree that when you submitted the entry to us that you have made these same warranties to us. Without limiting the generality of the foregoing, these warranties include assurances that: (i) each person shown as the receiver on an entry did in fact authorize you to originate such entry and the crediting of the receiver's account in the amount and on the effective date shown on such entry; (ii) any signature on an authorization is authentic, the authorization has not been altered, and the authorization is not subject to any claims or defenses; (iii) each entry is timely; (iv) you have complied with all other prerequisites to origination set forth in the Rules, the entry has not been reinitiated in violation of these Rules, and the entry otherwise complies with these Rules; (v) at the time you transmit such entry to us and at the time when a Receiving Depository Financial Institution ("RDFI") credits the receiver's account, the receiver has not revoked such authorization or such authorization has not been terminated, in whole or part, by operation of law; and (vi) each entry accurately reflects the authorization and contains the correct receiver account number and all other information necessary under the Rules.

- c. **Additional Covenants.** You covenant and agree that: (i) you will retain the original or digital, or a microfilm or microfilm- equivalent copy of each authorization of a receiver for two (2) years from the termination or revocation of the authorization; and (ii) within five (5) business days of our request, you will provide to us the original or copy of the authorization for our use or for use by a RDFI requesting such information under the Rules.

- 5. **Pre-notifications.** If you choose to originate non-dollar, pre- notification entries to verify the accuracy of routing and account numbers, you agree not to initiate live-dollar entries until at least five (5) business days following the settlement date of the pre- notification entry. Pre-notifications will be provided to us in the format provided in the Rules. If the Company receives notice that a pre-notification has been rejected or returned, the Company will research the problem and make any necessary corrections before transmitting another entry.

- 6. **Submitting Entries.** For each and every entry that we receive from you, you authorize us to transmit via ACH one (1) or more entries to the receiver's account maintained with us or at another bank or financial institution according to the terms of this Addendum. The nature, format and medium of entries transmitted to us or any other information related to the entries must comply with the requirements set forth in the Instructions.

7. **Processing and Transmitting.**

- a. Except as provided in Section 6 "On-Us Entries" and Section 7 "Rejection of Entries," we will process entries that we receive from you to conform with the file specifications set forth in the Instructions and Rules, transmit such entries as an ODFI to the ACH, and settle for such entries as provided in the Rules.
- b. We will transmit such entries to the ACH at least one (1) business day prior to the effective date shown in such entries provided that we receive such entries timely. Entries are received timely if we receive such entries by our related cut-off time of 3:00 P.M. CST ("Cut-Off") on a business day which is at least one (1) business day prior to the effective date. An entry received prior to Cut-Off is treated as submitted and received that business day and an entry received after Cut-Off is treated as submitted and received on the next business day. For purposes of this Addendum, entries shall be deemed received by us after you have properly approved of such entries and the entries are moved into the FI pickup area as provided in the Instructions.
- c. You agree that we shall have no obligation to transmit entries if you are in default of any of your

obligations under this Addendum, including your obligation to pay us for the Services.

8. **On-Us Entries.** Except as provided in Section 7 “Rejection of Entries,” in the case of an On-Us Entry, we will credit the receiver’s account in the amount and on the effective date contained in such entry that we receive timely. Timely in this context refers to receipt prior to our 3:00 P.M. cut-off time on the effective date. If not we do not receive the entry timely, then we shall use reasonable efforts to debit or credit the receiver’s account in the amount of such entry no later than the next business day following such effective date.

9. **Rejection of Entries.**

- a. We may reject any entry (including an On-Us Entry) which (i) does not comply with the requirements of Section 3 “Compliance With ACH Rules and Applicable Law” and Section 4 “Authorization of Entries” or (ii) for any reason for which an entry may be returned by any Participating DFI under the Rules or (iii) if you have failed to comply with your obligations under Section 12 “Account and Settlement” or (iv) if we reasonably believe that the entry may violate applicable law or present a risk to you or us; but, we do not have an obligation to do so. Also, we cannot accept an entry which contains an effective date more than ten (10) days after the business day on which we receive such entry.
- b. We will notify you of such rejection no later than the business day such entry would otherwise have been transmitted by us to the ACH or, in the case of an On-Us Entry, its effective date. Notices of rejection shall be effective when given. We will have no liability to you by reason of the rejection of any such entry or the fact that such notice is not given at an earlier time than that provided for herein.
- c. In the event that any entries are rejected by the ACH Operator for any reason whatsoever, you have the responsibility to remake any such entries. Provided, however, we will remake such entries in any case in which the rejection by the ACH Operator was due to our mishandling of such entries, provided that, sufficient data is available to us to permit it to remake such entries. You shall retain and provide to us, upon our request, all information necessary to remake any entry or file of entries for two (2) days after midnight of the settlement date.

10. **Cancellation or Amendment.** You can “unauthorize” a selected transaction or all transactions in an authorized file according to the Instructions; but, you can do so only before we pick up the entries (as explained in the Instructions). Otherwise, you shall not have the right to cancel or amend any entry thereafter. However, we will use reasonable efforts to act on your request for cancellation of an entry prior to transmitting it to the ACH; but, we shall not have any liability if such cancellation is not effected. You shall reimburse us for any expenses, losses or damages that we may incur in effecting or attempting to affect your request for the reversal of an entry.

11. **Notice of Returned Entries.** We will notify you of a returned entry no later than one (1) business day following such receipt. We shall have no obligation to re-transmit a returned entry if we have complied with the terms of this Addendum with respect to the original entry.

12. **Account and Settlement.**

- a. You must maintain an account with us throughout the term of this Addendum You must have on deposit sufficient available funds in the account to cover all credit entries that you initiate and your other payment obligations under this Addendum (the “Account”).
- b. We use a “Pre-Funding Model” in offering the Services to you. This means, we will debit your Account in advance of the effective date to cover the amount of the credit entries that you submit.
- c. More specifically, we will debit your Account for the amount of each credit entry you initiate

either one or two business days prior to the effective date of the entry. Whether we do so one or two business days prior to the effective date depends upon the date and time you submit and we receive the entry. For example, for an entry submitted or treated as submitted on the business day immediately prior to the effective date, we will attempt the first debit on that same day; that is, one business day prior to the effective date. In all other instances, we will attempt to debit two business days prior to the effective date.

- d. If you do not have sufficient available funds in the Account to cover each entry and we cannot successfully debit your account, we will attempt debit your Account one or more times over the next two business days. For example, if you submit an entry on Thursday with an effective date on the following Friday we will first attempt to debit your account on that same Thursday. If we are not able to successfully debit your account on that Thursday we will attempt to debit your account one or more times on the following Friday and Monday. Also, if you submit an entry on Tuesday with an effective date on the following Friday, we will first attempt to debit your account on the following Wednesday. If we are not able to successfully debit your account on that Wednesday, we will attempt to debit your account one or more times on the following Thursday and Friday. These examples presume that all dates mentioned are business days.
- e. If we are able to successfully debit your Account for the amount of an entry timely, we will process and transmit the entry as of the effective date or immediately thereafter. If we are not able to do so, we will not process and transmit that entry.
- f. The periodic statement issued by us for the Account will reflect entries debited to this Account. You agree to notify us within a reasonable time not to exceed thirty (30) days after you receive a periodic statement of any discrepancy between your records and the information in the periodic statement.

13. **Provisional Credit.** You acknowledge that the Rules make provisional any credit given for an entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party, and the originator of the entry shall not be deemed to have paid the party.

14. **OFAC.** You acknowledge that you may not transmit entries that violate the laws of the United States, including sanctions enforced by the Office of Foreign Assets Control ("OFAC") of the United States Treasury Department, as in effect from time to time. You warrant that you will not violate OFAC-enforced sanction and will not act on behalf of, or transmit funds to or from, any party subject to such sanctions. Furthermore, you acknowledge that it is your responsibility and not ours to obtain information regarding OFAC-enforced sanctions. Such information may be obtained directly from the OFAC Compliance Hotline at 800.540.OFAC or from the OFAC's website at <http://www.ustreas.gov/ofac>.

15. **Indemnity.** In addition to any similar provisions within the Mobile and Online Banking Agreement, you agree to indemnify us for any and all claims, demands, loss, liability, fine, or expense, including attorney's fees and costs (collectively, "Adverse Claims and Losses") directly or indirectly arising out of or resulting from your breach of any representation, warranty, covenant, agreement, or other obligation under this Addendum. Without limiting the generality of the foregoing, your obligation to indemnify extends to any Adverse Claims and Losses arising out of or related to (i) any entry that either directly or indirectly causes or results in the return of one (1) or more items or entries of the receiver due to insufficient funds or (ii) our or any RDFI's failure to comply with any provision of the Rules, EFT Act, or Regulation E, which arises out of or results either directly or indirectly from your breach of any warranty or obligation set forth or referred to herein.

16. **Our Responsibilities; Liability; Limitations on Liability; Indemnity.**

- a. In the performance of the Services under this Addendum, we shall be entitled to rely solely on the information, representations and warranties provided by you pursuant to this Addendum and shall not be responsible for the accuracy or completeness thereof. We shall be responsible only for performing the Services expressly provided for in this Addendum and shall be liable only for

our gross negligence or willful misconduct in performing the Services. We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any entry received from you or those of any other person, including, without limitation, any Federal Reserve Bank, Automated Clearing House or transmission or communications facility, receiver or RDFI), and no such person shall be deemed our agent.

- b. We shall be liable to you only for actual damages; and, in no event shall we be liable for any consequential, special, incidental, punitive or indirect loss or damage which you may incur or suffer in connection with this Addendum, whether or not the likelihood of such damages was known or contemplated by us and regardless of the legal or equitable theory of liability which you may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Addendum.
- c. You agree that you (and not us) are responsible for any tax withholding or other employer-related obligations of an employer when you use the Services to make payments to your employees.
- d. Without limiting the generality of the foregoing provisions, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. In addition, we shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in our having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- e. Subject to the foregoing limitations, our liability for loss of interest resulting from our error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Financial Institution of New York for the period involved. At our option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that we are responsible for or any act or omission of Company or any other person described in Section 16(a).

17. Inconsistency of Name and Account Number. You acknowledge and agree that, if an entry describes the receiver inconsistently by name and account number, payment of the entry transmitted by us to the RDFI may be made by the RDFI (or by us in the case of an On-Us Entry) on the basis of the account number supplied by you, even if it identifies a person different from the named receiver and that your obligation to pay the amount of the entry to us is not excused in such circumstances.

18. Notifications of Change. We will notify you of all Notifications of Change (NOC) entries received no later than two (2) business days after receipt of the entries. You agree to make the change submitted within five (5) business days of the settlement date of the original entry or before the next "live" entry, whichever is later. If the NOC is incorrect, you agree to generate a Refused Notification of Change and deliver it to us.

19. Notices; Instructions, Etc.

- a. Except as otherwise expressly provided herein, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

- b. We shall be entitled to rely on any written notice or other written communication that we in good faith believe to be genuine and to have been signed by your Administrator or Sub-User, and any such communication shall be deemed to have been signed by such person.

20. **Data Retention.** You shall retain data on the file adequate to permit remaking of entries for thirty (30) days following the date on which you approve the entries and the entries are moved into the FI pickup area, and you shall provide such data to us upon our request.

21. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which either party may be liable to each other or to a third party pursuant to the Services provided under this Addendum, each party agrees to undertake reasonable efforts to cooperate with the other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

22. **Cancellation or Termination of the Services.**

- a. In addition to and without limiting our rights within the Agreement to cancel and terminate your access to the Mobile and Online Banking Services, we may terminate this Addendum and your use of the Services immediately and without prior notice to you if we have reason to believe, in our sole discretion, that you may not continue to have the financial ability to satisfy any obligations arising out of or related to your use of the Services or that we may possibly suffer a loss or other damage if we do not terminate this Addendum and your use of the Services.
- b. Any cancellation or termination shall not affect any of our rights or your obligations with respect to any entries you initiated prior to such termination, or your payment obligations with respect to services we performed prior to termination, or any other obligations that survive termination. We shall not have an obligation to transmit entries if you are in default of any obligations under this Addendum, including your obligation to pay us for each credit entry.

Hancock Whitney Bank, Member FDIC

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