

**BANCORPSOUTH
CARDHOLDER AGREEMENT
THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION
READ THIS AGREEMENT IN ITS ENTIRETY**

AGREEMENT TO TERMS-USE OF YOUR ACCOUNT-DEFINITION OF PARTIES

This cardholder agreement governs your credit card account with us ("Account"). The entire agreement between us (this "Agreement") is in separate parts, including this document (which incorporates an ARBITRATION provision), your application to us and its accompanying disclosures, any Account opening/closing correspondence, and an initial (and any subsequent and then-current) "Rates and Fees Table." The Rates and Fees Table will also include our customer service, payment, and other contact information (address and telephone numbers). Your use of the Account or any card (or authorizing their use) in any way means you agree to the terms of this Agreement. In this Agreement and in your Periodic Statements, the words "you" and "your" refer to all persons named as applicants on the application, jointly and severally, and the words "we" and "us" refer to BancorpSouth Bank headquartered in Tupelo, Mississippi, U.S.A. You authorize us to charge your Account for all transactions made on your Account. You promise to pay us for all transactions made on your Account, as well as any fees or Interest Charges. You agree that if you are delinquent in making a payment when it is due, we may temporarily or permanently terminate your credit privileges and we may also consider you in Default as defined herein. You also agree to arbitrate disputes according to the terms of the ARBITRATION AGREEMENT below. This provision may affect your right to go to court or to have a jury trial. In addition to all other terms of this Agreement, it is important that you carefully read this provision in its entirety.

JOINT ACCOUNT LIABILITY

All persons signing the application and named therein as joint applicants have signified your intent to apply for joint credit with us. Therefore each of you is jointly and severally responsible for the payment of the outstanding balance (including Interest Charges and all fees) regardless of which applicant or user made the charge or incurred the fee.

AUTHORIZED USER(S)/ADDITIONAL CARDS

Subject to our approval, in our sole discretion, as to both number of persons and specific persons requested, you may request in writing to us to designate certain non-Account holders as Authorized Users of your Account by issuance of additional card(s) in the name(s) of such Authorized User(s). You agree that you will be fully liable for all transactions made by any Authorized User to the same extent as if you had made such transactions yourself.

ACCOUNT RENEWAL/CARD EXPIRATION

Cards are issued with an expiration date. Upon expiration, the card is no longer valid and may not be used. In addition to other termination rights we have under this Agreement, we have the right not to renew your card and close your Account at that time for any reason.

CHANGES TO THIS AGREEMENT

Subject to any advance notice requirements imposed by law, we can change this Agreement at any time, regardless of whether you have access to your Account, by adding, deleting, or modifying any provision, including making any appropriate changes in terms by furnishing to you a new or revised Rates and Fees Table. Our right to add, delete, or modify provisions includes financial terms, such as rates and fees, and other terms such as the nature, extent, and enforcement of the rights and obligations you or we may have relating to this Agreement. These changes are binding on you. We will notify you of any change as required by applicable law. These changes may be effective with notice only, at the time stated in our notice, in accordance with applicable law. If permitted by applicable law, any new terms may at our option be applied to past and existing transactions and other matters between us and to any balance existing in the Account at the time of the change, as well as to any subsequent transactions. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice and inform you in that notice as to the date for which the change becomes effective. The notice will describe any rights you may have with respect to any change, and the consequences if you do or do not exercise those rights. For example, the notice may state that you may notify us in writing by a specified date if you do not accept the changes we are making and the right to cancel the Account. If you notify us in writing that you do not accept the changes, your Account may be closed (if it is not already closed) and you will be obligated to repay your outstanding balance (a) under the applicable terms of the Agreement then in effect, and (b) via the methods for repaying balances as allowed by law. If you do not notify us in writing by the date stated in the notice, or if you notify us but then use your Account after the date stated in the notice, you will be deemed to accept all changes in the notice and to accept and confirm all terms of your Agreement and all changes in prior notices we have sent you regardless of whether you have access to your Account.

CREDIT INVESTIGATION

You gave us permission at the time of application, and by your acceptance of this Agreement and/or your use of the Account, you give us permission to investigate your credit history from time to time as we deem appropriate by obtaining consumer reports and by making direct inquiries of other creditors where you have accounts and where you work. We may request consumer reports from consumer reporting agencies, also known as credit bureaus, in connection with an update, renewal or extension of credit, a requested change to your Account, a change in your credit limit, for promotional inquiries, a specific transaction attempted, made, or pending, or in connection with the collection of this Account. If you do not maintain your credit performance, we may change your Account terms. Upon your request, or as required by law, we will tell you whether or not a consumer report was requested and the name and address of any consumer reporting agency that furnished the report. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information. If you request additional cards on your Account for others, we may report Account information in your name as well as in the names of those Authorized Users. If you believe that we have reported inaccurate information about you to a credit bureau, please contact us at the phone number(s) and/or correspondence address provided per the then-current Rates and Fees Table. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please send a copy of that report to us as well at the correspondence address provided per the then-current Rates and Fees Table.

TYPES OF TRANSACTIONS

Purchases

You may use your card to pay for or lease goods or services.

Automatic or Recurring Charges

You may authorize a third party to automatically charge your Account for recurring transactions (for example, cable or utility charges, memberships and insurance premiums). If automatic charges are stopped for any reason (including because your Account is closed or suspended for any reason) or your Account number changes or we issue you a new card with a different Account number, you are responsible for notifying the third party or other biller and paying these charges directly. If your Account number changes, we may, but are not required to, charge to your new Account number transactions that you authorized to be billed to your old Account number.

Cash Advances

You may use your card to make a Cash Advance. A Cash Advance takes place when you use your card to get cash from automatic teller machines, or from financial institutions accepting the card; or by transferring money from your credit card Account to any other BancorpSouth Bank deposit account via a phone request (including automated means by phone) or using online banking; or to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like charges, such as a transaction resulting from merchant processing items that are directly convertible to cash, such as casino gaming chips ("Cash Advances"). If a portion of a requested Cash Advance will exceed your available Cash Advance Limit (as defined below), we may refuse to process the entire transaction (or we may process a partial Cash Advance up to your available Cash Advance Limit) in our sole discretion. As elsewhere provided in this agreement, a different APR and/or fee(s), a different starting date from which an Interest Charge is assessed, and a different available credit limit may apply for Cash Advances. Making Cash Advances may also affect the payment application order. All Cash Advances are subject to a Cash Advance Transaction Fee.

Other Forms of Cash Advances

While the effect may be different as to Rates and Fees, a Cash Advance or Cash Advances also include Balance Transfers, Convenience Checks and Overdraft Protection Advances described below:

Balance Transfers

You may transfer balances from other accounts or loans with other credit card issuers or other lenders to this Account, or other Balance Transfers we allow ("Balance Transfers"). You may not transfer balances to this Account from other accounts or loans with us. Upon consummation of the transfer, your available Total Credit Limit (as defined below) and corresponding Cash Advance Limit will be reduced by the amount of the Balance Transfer. See the then-current Rates and Fees table for "Balance Transfer Fee" for applicable charges.

Convenience Checks

We may, (but are not obligated to), provide you Convenience Checks (also known as "credit card checks") as a way to use your Account. Your credit card Account number will be on each Convenience Check. The Convenience Check should be completed and signed in the same manner as a personal check. A Cash Advance is considered to be made when you use a Convenience Check and the funds deemed received by you on the date we process the check. See the then-current Rates and Fees table for "Cash Advance Transaction Fee" for applicable charges. You should not write Convenience Checks in such an amount or amounts in the aggregate which would exceed your available Cash Advance Limit. If a Convenience Check amount exceeds your available Cash Advance Limit (as defined below), we may refuse to process the entire transaction. A Convenience Check may not be used to pay any amounts you owe under this Agreement. We are under no obligation to pay a post-dated Convenience Check, or to certify any Convenience Check. Convenience Checks paid will be identified on your Periodic Statement, but will not be returned to you. Images of Convenience Checks will be provided upon written request, subject to applicable charges.

Overdraft Protection Advances

If you have an eligible checking account with us and have enrolled this Account to provide overdraft protection, you may link this credit card Account to the eligible checking account with us to cover an overdraft on that pre-designated checking Account under the terms of this Agreement and your checking account agreement. Credit Card Overdraft Protection works by charging your credit card with us for Cash Advances in the total amount of checks or other transactions drawn against insufficient funds, with resulting deposits of the Cash Advance amount into your checking Account to cover such checks or other transactions, up to your available Cash Advance Limit. This feature allows funds to be transferred from your Account into your pre-designated BancorpSouth Bank checking and/or money market account(s). Transfers resulting from overdrafts by you (including automatic transfers to cover checking account fees) to your Account will be subject to the terms of this Agreement. Each day's total overdraft protection transaction will be processed up to the available Cash Advance Limit, regardless of who initiated the debit(s) that caused the overdrawn condition. If the available Cash Advance Limit is insufficient to cover your overdraft, we may refuse to process any such overdraft. Except as provided below, we will automatically transfer funds sufficient to cover the amount of any overdraft transaction to your pre-designated checking or money market account(s). Transfers to your checking and/or money market account from your Account are processed after close of business Monday through Friday and the amount of your then available Cash Advance Limit on your Account must be sufficient to cover all checks and other items creating an overdraft status received by us on that day. A Cash Advance Transaction Fee will be assessed for each such overdraft protection advance.

INTEREST CHARGE

An Interest Charge is imposed on each Cash Advance from the date the transaction is made. No Interest Charge is imposed on new Purchases if you pay the New Balance shown on your Periodic Statement on or before the Payment Due Date as shown on the Periodic Statement where such purchases initially appear. If the New Balance is not paid in full as specified above, an Interest Charge will apply.

We figure the Interest Charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new transactions and fees, and subtract last statement Interest Charges, daily payments and credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

TRANSACTION FEES

Balance Transfer Fee

You will be charged and agree to pay a Balance Transfer Fee as disclosed on the then-current Rates and Fees Table for each Balance Transfer. These fees are finance charges for federal law disclosure purposes (even though not included in any APR calculation).

Cash Advance Transaction Fee

You will be charged and agree to pay a Cash Advance Transaction Fee as disclosed on the then-current Rates and Fees Table for each Cash Advance. These fees are finance charges for federal law disclosure purposes (even though not included in any APR calculation).

Foreign Transaction Fee

When you use your Card in another country to obtain cash or to purchase goods or services, we reserve the right to charge your Account a Foreign Transaction Fee equal to a bank-imposed fee which will be a percentage of the U.S. Dollar amount of the transaction as may be disclosed to you pursuant to the then-current Rates and Fees Table. If a credit is subsequently given for a transaction, this fee will be reversed as part of such credit. This fee is a finance charge for federal law disclosure purposes (even though not included in any APR calculation).

COST OF CREDIT

Annual Percentage Rate for Purchases and Cash Advances

Your ANNUAL PERCENTAGE RATE ("APR") appears on the then-current Rates and Fees Table accompanying your card or as otherwise provided to you by us. The monthly periodic rate is the applicable APR divided by 12. The APR may be fixed or variable. Whether or not the rate is fixed or variable is indicated on the then-current Rates and Fees Table accompanying your card or otherwise provided to you by us. If your Account is designated as fixed rate, except for your non-compliance with this Agreement, i.e., incurring Penalty Rate pricing, and absent a change in terms by us, the APR will not change from the APR disclosed to you in your then-current Rates and Fees Table.

Variable Annual Percentage Rates for Purchases and Cash Advances

If your Account has a variable APR, your APR is based on a rate which may vary with each billing cycle (and is subject to becoming the Penalty Rate as provided below.) The basis and standard for this variable APR will be the Prime Rate as published in The Wall Street Journal dated the 25th of the month plus the addition of a margin as disclosed on the then-current Rates and Fees Table (which will be set at the time your Account is opened based on several factors, including your credit history and information you provide on your application). The Prime Rate is merely a reference rate and is not necessarily the best or lowest rate available for credit. In the event that the 25th is a holiday or weekend, we will use the most recent prior issue published. In the event that more than one prime rate is published, we will use the higher of the two rates. In the event that The Wall Street Journal ceases to be published or ceases or otherwise does not publish the Prime Rate, we may use the Prime Rate published in any newspaper of general circulation, or we may substitute a similar index at our sole discretion. Any variable rate adjustment based on a change in the Prime Rate and your corresponding Index or margin will be effective as of the first day of the current billing cycle, and will apply to all new and outstanding Account balances and transactions subject to that variable rate. If your Account has a variable APR and subject to the basis and standard set forth above, the APR on your Account will increase if Prime Rate increases; and the APR on your Account will decrease if Prime Rate decreases. The effect of a Prime Rate increase will be to increase your periodic payment unless your periodic payment is a fixed or minimum payment. If your periodic payment is a fixed or minimum payment, the effect of an increase in Prime Rate will be to increase the amount of the final payment or to extend the number of payments necessary to pay your Account balance in full.

The Minimum Interest Charge as provided on the then-current Rates and Fees Table will be imposed on any Account subject to an Interest Charge.

PENALTY RATE

If you fail to make at least your minimum payment within 60 days after its due date, subject to advance notice requirements required by law, your APR will be increased to the Penalty Rate (also known as the "default rate," or "default APR") as disclosed on the then-current Rates and Fees Table. Your Account will remain at the Penalty Rate until you make six (6) consecutive timely payments as specified in your Periodic Statement. If at that time you have met these requirements, the Penalty Rate will terminate and your APR will revert to the APR as defined in the INTEREST CHARGE section above as more particularly described and disclosed in the then-current Rates and Fees Table. If we decide not to increase your APR even though there is a default or if we do not increase your APR to the maximum Penalty Rate stated in the then-current Rates and Fees Table, we reserve our right to increase your APR to the Penalty Rate in the event of any future or continuing default. We may in our discretion determine to charge reduced Penalty Rates or reinstate standard rates for all or selected balances of your Account without notice.

OTHER FEES AND CHARGES

Annual Fee

We may charge you an Annual Fee. If we so charge you, this fee will be disclosed as such on the then-current Rates and Fees Table we provide to you. If there is no Annual Fee, this means we do not charge a fee for general card use. Otherwise, the imposition of Annual Fees will be handled as follows: The Annual Fee will be added to the purchase balance and is non-refundable unless you notify us to cancel your Account within 30 days from the Statement Closing Date on which the Annual Fee is billed. This fee will become part of your revolving balance.

Rewards Program Fee

We may charge you a Rewards Program Fee. If we so charge you, this fee will be disclosed as such on the then-current Rates and Fees Table we provide to you. If there is no Rewards Program Fee, this means we do not charge a fee for membership or use. Otherwise, imposition of a Rewards Program Fee will be handled as follows: Enrollment in a Rewards or Affinity Program may be by separate membership application or automatically by product/card type. If charged, the Rewards Program Fee will be added to the purchase balance and is non-refundable unless you notify us to cancel your Account within 30 days from the Statement Closing Date on which the Rewards Program Fee is billed. This fee will become part of your revolving balance.

Late Fee

A late fee in the amount provided per the then-current Rates and Fees Table will be added to your Account if at least your minimum payment due is not received on or before your PAYMENT DUE DATE shown on your Periodic Statement. This fee will become part of your revolving balance.

Overlimit Fee

Consistent with the TOTAL CREDIT LIMIT/CASH ADVANCE LIMIT section of this Agreement, if we utilize our discretion to allow and authorize such transactions, we may charge an Overlimit Fee. If we so allow, and so charge you, there will be an Overlimit Fee in the amount provided per the then-current Rates and Fees Table imposed on your Account if the outstanding balance, minus Interest Charges, exceeds the Total Credit Limit at any time during the previous billing cycle (subject to us allowing such transactions, and then any requirement to opt-in as provided by law). If there is no Overlimit Fee, this means we do not allow overlimit transactions. If an Overlimit Fee is added to your Account, it will become part of your revolving balance.

Returned Payment Fee

A Returned Payment Fee (where authorized by law) in the amount provided per the then-current Rates and Fees Table (and deemed limited to the maximum charge allowed by law) may be added to your Account if a check or similar instrument including an automatic debit, is not honored. We may assess this fee if we cannot process the instrument through no fault of our own, if it is returned to us from the issuing institution, or if an automatic debit is returned unpaid. We may assess this fee each time your check or payment is not honored, even if it is honored upon re-submission. This fee will become part of your revolving balance.

Expedited Service Fee

For an expedited service, as detailed below, and as authorized by law, an Expedited Service Fee in the amount provided by the then-current Rates and Fees Table will be added to your account. Such a fee would be separate from any other applicable fee and is accessible if a payment method involves an expedited service, namely, a service resulting in crediting a payment to the account the same day (or as otherwise authorized by law), and that involves service by a live customer service representative, regardless of whether such payment is made in person or by telephone. This fee will become part of your revolving balance.

Stop Payment Fee

We will add a Stop Payment Fee to your Account in the amount provided per the then-current Rates and Fees Table if we issue at your request a stop payment on a Convenience Check. You will be responsible for any fees incurred with the party to whom the Convenience Check was issued. To place a stop payment on a Convenience Check you must contact us at the phone number(s) and/or address provided per the then-current Rates and Fees Table and do so within time for us to reasonably act on your request. This fee will become part of your revolving balance.

Replacement Cards

You agree to pay the Replacement Card Fee(s) per the then-current Rates and Fees Table to replace lost or stolen cards or to replace your cards if your Account has been closed and is later reopened. For emergency replacement of cards within three (3) days, you agree to pay the Replacement Card Fee(s) per the then-current Rates and Fees Table plus courier charges. This fee will become part of your revolving balance.

Copy Fee

You agree to pay a Copy Fee per copy in the amount provided per the then-current Rates and Fees Table of any item that is not a billing error on our part. This fee will become part of your revolving balance.

PROMOTIONAL OFFERS AND RATES

From time to time and at our discretion, we may offer special promotions under which purchases of goods or services or certain types of Cash Advance transactions may be billed to your Account with special promotional terms. These special promotions may include special promotional rate offers and the time period for these promotions may be limited and/or subject to certain conditions. The Interest Charges, minimum payments and other terms for special promotions may differ from the standard terms described in this Agreement, or on the then-current Rates and Fees table or as may be shown on your Periodic Statement. The standard terms of this Agreement still apply to any special promotion, except where specifically changed by the special promotion. Any such offer will terminate if you default under this Agreement with us because you fail to make a payment, you exceed your Total Credit Limit or your Cash Advance Limit, you make a payment to us that is not honored, or you are otherwise in default to or with us.

TOTAL CREDIT LIMIT/CASH ADVANCE LIMIT

You were notified of your initial Total Credit Limit and your initial Cash Advance Limit when your Account was opened. Thereafter, your Total Credit Limit and your Cash Advance Limit will also be on each Periodic Statement. Your Total Credit Limit is the amount of credit that we agree to extend to you at any one time under this Agreement ("Total Credit Limit"). Your separate Cash Advance Limit will be one-half of your assigned Total Credit Limit ("Cash Advance Limit"). As authorized by, and in the manner permitted by law, we reserve the right to change (including reducing your Total Credit Limit and corresponding Cash Advance Limit as a portion thereof) by subsequent notice to you or as listed and disclosed on your Periodic Statement. You agree not to use or permit the use of your Account in any way which would cause the balance of your Account to exceed your Total Credit Limit and/or your Cash Advance Limit. You agree that if your Account balance exceeds your Total Credit Limit and/or your Cash Advance Limit, we may temporarily or permanently terminate your credit privileges, in our discretion. The aforementioned initial letter and each Periodic Statement will disclose your overall Total Credit Limit and the portion thereof that will be your Cash Advance Limit. Subject to any requirement to opt-in as provided by law, if we choose to allow such transactions, we may also approve, in our discretion (and charge you an Overlimit Fee for), transactions that cause you to exceed your Total Credit Limit without waiving any of our other rights under this Agreement, and if a transaction exceeds any such limits, you must pay us such transactions as any other charges to your Account.

PERIODIC STATEMENT

We will send you a Periodic Statement of your Account each month that you have a credit or debit balance of more than one dollar, or where an Interest Charge has been imposed, or there has been activity in your Account unless we deem your Account uncollectible or delinquency collection proceedings have been instituted against you. The Periodic Statement will show the total amount that you owe us ("New Balance"). It will also tell you the minimum payment you must make ("Minimum Payment Due") and tell you when payments are due ("Payment Due Date"). Your Periodic Statement will also show the available amount of your Total

Credit Limit and the available amount of your Cash Advance Limit as of the closing date of the billing cycle ("Statement Closing Date").

PAYMENTS

Instructions for making payments are on your Periodic Statement. Each Periodic Statement will have a specific date certain PAYMENT DUE DATE. In order to be credited on the day of receipt, your payment must be accompanied by the payment stub from your Periodic Statement, and must be received in the form specified, and by the hour specified, as provided by law and this Agreement. On the PAYMENT DUE DATE itself, payments must be received by 5:00 p.m. Central Time at the payment location specified on your Periodic Statement, or before close of business at any other BancorpSouth Bank location which accepts deposits and payments, for your payment to be credited to your Account on that PAYMENT DUE DATE. If you make your payment in any other manner, you agree that there may be a delay in posting which may cause you to incur a fee and/or Interest Charges. Payments and credits posted after your PAYMENT DUE DATE or totaling less than the entire balance owing will reduce the balance owing as of the date posted, but will not avoid Interest Charges. After a payment has been made, we reserve the right to withhold available credit, be it for your available Total Credit Limit and/or your available Cash Advance Limit, in the amount of the payment for 7 banking days. Any credit limits available before the payment is made will continue to be available for use during this time.

All communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "paid in full", or which you otherwise tender as full satisfaction of a disputed amount, must be sent to us at the address for billing inquiries shown below in the section regarding your right to dispute billing errors under federal law. We reserve all our rights regarding such payments. We will apply payments to your Account as required or authorized by law. You understand and acknowledge that this payment order may be more favorable or convenient to us and not you. You agree that any payment you make may be, but is not required to be, returned to you without applying it to your Account and without presentment or protest, for reasons we determine in our discretion, including, but not limited to, the check, money order or other payment form: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is not payable in U. S. Dollars; (3) is post-dated; (4) contains a restrictive endorsement; (5) is drawn with different numeric and written amounts; and/or (6) is missing a signature.

MINIMUM PAYMENTS

Your specific Minimum Payment due will be provided on your Periodic Statement. The basis for your Minimum Payment is disclosed in the then-current Rates and Fees Table. In addition, the Minimum Payment due each billing cycle will also include any amount which is past due. You may at any time pay the New Balance shown on your Periodic Statement or you may pay in installments per billing cycle, but each billing cycle you must pay at least the Minimum Payment by the PAYMENT DUE DATE shown on the Periodic Statement. If you have a balance that is subject to Interest Charges, the sooner you pay us, the less you will pay in Interest Charges because Interest Charges accrue on your balance each day. **MAKING ONLY THE MINIMUM PAYMENT WILL INCREASE THE AMOUNT OF INTEREST YOU PAY AND THE TIME IT TAKES TO REPAY YOUR BALANCE.** You may pay amounts greater than your Minimum Payment due; however, doing so will not prepay your Account. If you pay more than the Minimum Payment due in any billing cycle and there is still a balance due, you must continue to make the Minimum Payment due for future billing cycles.

OWNERSHIP OF CARDS

All credit cards are our property. They may be confiscated if misused. If requested, you agree to return your cards (and the cards of any Authorized Users) to us at the address provided on the then-current Rates and Fees Table or the address for Billing Inquiries. We are likewise not liable for any retention (which may be without prior notice to you) of your card by us, any other financial institution, any merchant, or any other provider of goods or services.

LOSS OF CARD

You agree to immediately notify us at the phone number(s) provided per the then-current Rates and Fees Table, if your credit card or any Convenience Checks are lost or stolen.

LIABILITY FOR UNAUTHORIZED USE

If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should notify us immediately at the phone number(s) and/or address provided per the then-current Rates and Fees Table. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before you notify us.

DECLINING TRANSACTIONS

We may, but are not required to, decline a transaction on your Account for any of the following reasons: (A) because of operational considerations, (B) because your Account is in default, (C) if we suspect fraudulent or unlawful activity, (D) we reasonably believe a transaction may be challenged as illegal under state or federal law (such as casino gambling on the Internet), or (E) in our discretion, for any other reason. We are not responsible for any losses if a transaction on your Account is declined for any reason, either by us or a third party, even if you have sufficient credit available. Even though certain transactions may still be declined, to minimize possible inconvenience to you, if you are contemplating international travel, a large ticket purchase, or other out of pattern for you transactions, you should inform us of the expected transaction date(s) or event(s) at least 2 banking days prior to the transaction or event. Even if you notify us, and although you may have credit available under the Account, we may be unable to authorize credit for a particular transaction.

CREDIT BALANCES

You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges or fees billed to your Account. If your Account maintains a credit balance of \$1.00 or more for longer than ninety (90) days, we will return that amount to you via check. If your account is a joint account, you agree that we may make the check payable to both of you, including mailing same to the last known address for the Account on file with us.

FINANCIAL INFORMATION

Upon request, you agree to promptly give us accurate financial and other information about yourself or update previous information given to us.

CHANGE OF NAME, ADDRESS, OR TELEPHONE NUMBER

You agree to give us prompt notice of any change in your name, mailing address, or telephone number. Until such time as you so notify us, we may continue to use for all purposes the last known information on you on our books and records.

INTERNATIONAL TRANSACTIONS IN FOREIGN CURRENCIES

If you make a transaction in a foreign currency, Visa USA or MasterCard International will convert the transaction into U.S. dollars by using the respective currency conversion procedures in their respective operating regulations in effect on the date Visa or MasterCard processes the transaction. The rate of exchange between the transaction currency and the billing currency used for processing international transactions by Visa or MasterCard or other aspects of their respective currency conversion procedures will be based upon either (i) a government-mandated rate or (ii) a rate selected by MasterCard or Visa from a range of rates available in wholesale currency markets. In either case, the rate used will be the rate in effect the day the card association processes the transaction. The currency conversion rate in effect on the processing date may differ from the rate in effect on the date of your transaction. You agree to accept and pay the U.S. Dollar amount for a transaction made in another country as provided in this paragraph.

If a credit is subsequently given for a transaction, the card association will use the currency conversion procedure described above. The currency conversion rate on the date of the original transaction may differ from the rate in effect on the date the transaction credit was issued. This means that the amount of the credit may be different from the amount that was originally charged to your Account for the transaction.

CLOSING YOUR ACCOUNT

If you have an individual Account, you may close your Account at any time by either telephoning us or by notifying us in writing of your intent to close the Account. If you have a joint Account, either Account holder may notify us in writing of the requested closure and we will close the Account. Either joint account holder may re-apply for an Account and any extension of credit thereunder will be determined solely upon the application and credit status of the applying person. We may close or suspend your Account at any time without prior notice to you for any of the reasons provided in the Default and Demand for Balance Due section below or for any other reason in our discretion, even if your Account is not in default. If your Account is closed or suspended, you agree to pay us the unpaid balance of your Account as provided in this Agreement and as allowed by law.

DEFAULT AND DEMAND FOR BALANCE DUE

You will be in default and we may demand immediate payment of the entire balance due on your Account if: (A) your Account is delinquent; (B) you exceed your Total Credit Limit; (C) you die or become insolvent; (D) you fail to keep any promise you have made in this Agreement; (E) you give us false or misleading information on your application; or (F) we have reason to believe in good faith that we will have difficulty collecting your Account.

COLLECTION COSTS

If we refer collection of your Account to an attorney (who is not our salaried employee), you will be liable for all of our costs and expenses of collection, including any reasonable attorney's fees, to the extent permitted by law.

ENFORCING THIS AGREEMENT AND SEVERABILITY

We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. If any of the terms of this Agreement are found to be unenforceable, all other terms will remain in full force.

ASSIGNMENT

We may assign this Agreement, your Account, any amounts you owe us, or any of our rights and obligations under this agreement to a third party. The person to whom we make the assignment will be entitled to any of our rights that we assign to that person. You may not assign any aspect of this Agreement. Any such attempted assignment by you will be null and void.

GOVERNING LAW

THIS AGREEMENT IS ACCEPTED BY US IN, AND YOUR ACCOUNT IS ADMINISTERED BY US FROM, TUPELO, MISSISSIPPI. REGARDLESS OF WHERE YOU LIVE OR USE YOUR ACCOUNT, THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH MISSISSIPPI LAW AND FEDERAL LAW AND REGULATION, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

ARBITRATION

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION IF EITHER YOU OR WE CHOOSE ARBITRATION. IF ARBITRATION IS CHOSEN, THIS WILL REPLACE THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR SIMILAR PROCEEDING IN COURT, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR SIMILAR PROCEEDING. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR SIMILAR PROCEEDING BROUGHT BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR SIMILAR PROCEEDING. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). HOWEVER, EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

If either you or we choose or elect arbitration of any claim, dispute, or controversy, (which may be without the other's consent), any claim, dispute or controversy by either you or us against the other (or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other) arising from or relating in any way to your Account, transactions on your Account, our relationship, this Agreement or any provisions of this Agreement, any prior Agreement, any disclosures, advertising, or application (hereafter "Claim" or "Claims"), including Claims regarding the applicability or validity of this arbitration clause, shall be resolved exclusively and finally by binding arbitration. This Arbitration Agreement includes Claims that arose in the past, or arise in the present or the future. As used in this Arbitration Agreement, the term Claim is to be given the broadest possible meaning. Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or parties. For this arbitration provision, "you" and "us" include the employees, parents, subsidiaries, affiliates, beneficiaries, agents and assigns of you and of us. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert

against us. All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law. Claims made and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis. As an exception to arbitration, you and we retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction and that proceeds on an individual basis. In addition, at any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

The party bringing the Claim may select any one of the following national arbitration organizations to administer the arbitration of the Claim: JAMS/Endispute ("JAMS") or National Arbitration and Mediation ("NAM"). Alternatively, the parties will endeavor to mutually agree upon a neutral arbitrator. The arbitration organization that is selected will apply its code or procedures in effect at the time the arbitration is filed, subject to this Agreement. The arbitration will be conducted before a single arbitrator. The arbitrator's authority is limited solely to the Claims between you and us alone. The arbitration will not be consolidated with any other arbitration proceeding. You and we do not agree to any arbitration on a class action or other representative basis.

We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of the hearing. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law (and the section of this Agreement entitled "Collection Costs") in determining whether a party should recover any or all fees and costs from another party. The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms may be obtained from, and Claims may be filed with any of these organizations, as follows: JAMS at 1920 Main Street, Suite 300, Irvine, California 92614, website at www.jamsadr.com; or NAM at 990 Stewart Avenue, Garden City, NY 11530, website at www.namadr.com. Any arbitration hearing at which you wish to appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

This arbitration provision applies to all Claims now in existence or that may arise in the future. The arbitration provision shall survive termination of your Account as well as voluntary payment of the debt in full by you or any bankruptcy by you.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

BancorpSouth
P.O. Box 3370
Tupelo, MS 38803

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the above criteria are met and you are still dissatisfied with the purchase, contact us in writing at:

BancorpSouth
P.O. Box 3370
Tupelo, MS 38803

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Rates and Fees Table

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	10.9% to 16.9% (Monthly Periodic Rates from .908% to 1.408%) This APR will vary with the market based on the Prime Rate plus a margin from 7.65% to 13.65%, but will not exceed 21%.
APR for Balance Transfers	16.9% to 21% (Monthly Periodic Rates from 1.408% to 1.750%) This APR will vary with the market based on the Prime Rate plus a margin from 13.65% to 19.65%, but will not exceed 21%.
APR for Cash Advances	16.9% to 21% (Monthly Periodic Rates from 1.408% to 1.750%) This APR will vary with the market based on the Prime Rate plus a margin from 13.65% to 19.65%, but will not exceed 21%.
Penalty APR and When it Applies	21% This APR may be applied to your account if you make a late payment. How Long Will the Penalty APR Apply? If your APRs are increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/credit card .
Fees	
Annual Fee	None
Transaction Fees	<ul style="list-style-type: none"> • Balance Transfer: Either \$10 or 3% of the amount of each balance transfer, whichever is greater (maximum fee: \$60) • Cash Advance: Either \$10 or 3% of the amount of each cash advance, whichever is greater (maximum fee: \$60) • Foreign Transaction: 2% of the U.S. dollar amount of transactions converted from a foreign currency
Penalty Fees	<ul style="list-style-type: none"> • Late Payment: Up to \$35 • Overlimit: None • Returned Payment: Up to \$35
Other Fees	<ul style="list-style-type: none"> • Rewards Program: None • Stop Payment: \$30 • Replacement Card: \$12 • Expedited Service: \$5 • Copy of Sales Draft: \$10 • Copy of Convenience Check: \$5 • Copy of Statement: \$2
Minimum Payments	
Minimum Payment Calculation	\$25 or 4% of the statement balance, whichever is greater.
Addresses	
Payment Address	BancorpSouth P. O. Box 4390 Tupelo, MS 38803
Correspondence Address	BancorpSouth P.O. Box 3370 Tupelo, MS 38803
Telephone Numbers	
Customer Service	1-800-844-2723
Lost or Stolen Credit Card	1-800-844-2723

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your cardholder agreement.