BancorpSouth Rewards Terms and Conditions

The following are Terms and Conditions of the Rewards Program (the "Program") offered in connection with certain credit card accounts with BancorpSouth Bank ("Bank"). Your enrollment of your account in the Program constitutes your acceptance of and agreement to these Terms and Conditions.

Participation

To be eligible for the Program and continued participation in the Program, you must enroll your account in the Program and your account must be in good standing with the Bank. If your account becomes thirty (30) days past due (i.e., you fail to make your payment for two consecutive months), you will not be eligible to accumulate additional points. If your account is cancelled or closed by you or the Bank for any reason provided in your Cardholder Agreement, you forfeit accrued points. Some types of credit card accounts may not be eligible for participation in the Program.

Earning your Rewards Points

You earn one point for every dollar in Net Purchase transactions. "Net Purchases" is defined as the purchase of goods or services (less credits and plus or minus adjustments) made by you and/or your authorized user(s) on your account after your enrollment in the Program. Net Purchases do not include finance charges; cash advances; unauthorized charges; late or overlimit fees; and/or other fees and charges assessed on your account. Net Purchases are rounded to the nearest whole dollar. Point accumulation is limited to 50,000 points per billing period. Points have no cash value, are non-transferable, and cannot be used to pay any credit card balance nor can points be applied to any promotion other than the Rewards program. Points are only valid for a sixty (60) month period. The Bank may offer special promotions to provide opportunities to accrue additional points. Details will accompany these offers.

Accounting for your Rewards Points

Your point balance accumulates as you make Net Purchase transactions. The Bank will provide monthly credit card billing statements, which will also include information on your point balance. Any adjustments made to your point balance will appear as either "earned", "redeemed", or "expired" on your monthly credit card billing statement. Adjustments may include, but are not limited to, purchases that you have returned for credit on your account.

When there is no activity on your account, you may not receive a monthly credit card billing statement and therefore will not receive information on your points balance. If you need information about your points balance, call 1-800-844-2723, or write to BancorpSouth Credit Card Center, P.O. Box 3370, Tupelo, MS 38803. Only persons named on the account or persons previously designated may request and receive information about an account. All Program discrepancies must be reported in writing to the Bank at the above address within six (6) months from the date of the transaction for which the discrepancy is claimed.

General Program Information

Rewards fulfillment and redemption of points is made through third-party vendors specified by the Bank. In the event of any booking or reservation issues, cancellations, irregularities, or mishaps affecting Rewards travel or reservations or any other fulfillment or redemption of points, the Bank will not be responsible for any losses, expenses or inconveniences incurred due to such events. The Bank, its parent, subsidiaries and affiliates shall not be liable for any bodily harm, personal property damage, and/or consequential damage which may result from your participation in the Program. You authorize the sharing of any information necessary for Program administration and participation. The Bank reserves the right to make changes to these Terms and Conditions and to the Program, including terminating the Program, with or without prior notice to you. Determination of income or other tax liability related to participation in the Program is your responsibility. No representations are made hereunder as to the current or future tax consequences to you with respect to the crediting, transfer, use, or redemption of points for Program services. The Program is subject to applicable law and is void where prohibited by law. These Terms and Conditions are subject to your Cardholder Agreement, as amended from time to time. These Terms and Conditions do not change anything in your Cardholder Agreement. ANY DISPUTE ARISING FROM YOUR PARTICIPATION IN THE PROGRAM WILL BE SUBJECT TO THE ARBITRATION PROVISIONS OF YOUR CARDHOLDER AGREEMENT.