Peoples Banking for Business Application

Company Name:		Tax ID:	Tax ID:		
Telephone Number:		Fax Numb	Fax Number:		
Address:			_		
City, State, Zip:			_		
Administrator/contact:		E-Mail:			
Administrator Social Security	y #:				
The Administrator will be assign added or deleted by the Administ	ed with the power to u rator as needed. The P	count(s) listed below. The Administrator tilize and maintain the individual user's teoples Bank is not liable for any miscond nate access if misconduct or abuse of the	ability in regards to account(s) a luct or unauthorized use by an ass	ccess. Users may be	
ACCOUNT INFORMATIO	<u>ON:</u>				
Account Number	Туре	Account Number	Туре		
DILL DAY GEGEVON					
BILL PAY SECTION: (Please indicate the Plan yo	ou would like)	Bill Pay Checking Accoun	nt Number:		
Plan 3: \$20.00 per n 15 Free transactions \$.45 per transaction		7 Free transactions	Plan 4: \$15.00 per month 7 Free transactions \$.45 per transaction after the 7 th transaction		
		above statement. This authorization ples Banking Internet Banking Agree		you (the bank)	
Signature		Signature (If 2 Sig	natures Required)		
Title of Signer (President, Secretary, Owner, etc.)		Title of Signer (if a	applicable)		
Date		Date			
For Office Use Only					

Officer Approval

PBID _

Peoples Banking Internet Agreement

Peoples Banking shall be accessible to you at the URL http://www.thepeoples.com . In this Peoples Banking Agreement," The Peoples Bank, Biloxi, Mississippi will be called "Bank," "we," "our," and "us," and YOU, the customer, will be called "Customer," "you," and "your." The terms "you" and "your" as used in this Agreement apply to joint depositors and owners, individually and collectively. "Account(s)" means any Checking, Savings, Certificate of Deposit, Christmas Club, IRA, Trust or Loan Account that you have with The Peoples Bank in which you conduct transactions.

This Agreement governs in conjunction with other agreements between you and the Bank, including but not limited to your signature card, Deposit Account Agreement, Electronic Funds Transfer Act Disclosure, Bill Pay Agreement, Cash Management Services Agreement, Trust Agreement, and any loan agreement(s). By using Peoples Banking to conduct a transaction or review a balance, you agree to the terms of this Agreement.

Peoples Banking Internet access requires at least one Account with The Peoples Bank. In order to access your Account, the Bank will issue you a Login Identification Number (Login ID) and a Personal Identification Number (PIN). The first time you sign on, you will be instructed to change your PIN. You will also have the opportunity to change your Login ID. You should keep your PIN secret to prevent unauthorized use. You agree that the use of your PIN will have the same effect as your signature authorizing transactions. Any person having access to your PIN will have access to Peoples Banking and can perform transactions such as reviewing all of your Account(s) information as well as making transfers to other Accounts or to other persons even if that person exceeds your authority. If you have given someone your PIN or other means of access and want to terminate that person's authority, you must change your identification number to prevent further access by such person immediately.

You must specify the Account(s) you wish to have "linked" to your Login ID. Only linked Account(s) may be accessed. Any single authorized signer on the Account(s) will have authority to view and conduct transactions to a linked account. Accounts that require two signatures are not eligible. Authorized signers are designated on the signature card or account agreement for each Account.

To access Peoples Banking you need an Internet connection with a Web browser that is 128-bit encryption compatible. You will have the opportunity to test your Browser before access. You are responsible for the set-up and maintenance of your personal computer. The Bank is not responsible for any errors or failures from any malfunction of your computer.

You or someone you have authorized by giving that person your Internet Banking PIN can instruct us to perform the following transactions:

Access Accounts as well as make transfers between Accounts.

Obtain Account balances. Your Account balance may show funds that have been credited to your Account but that are not yet available for withdrawal, as well as reflect current day transactions.

Transfer from Account to make loan payments at The Peoples Bank.

Pay bills through the Bill Pay Service (if applicable).

Review history of past transactions for Accounts.

Send E-Mail messages to us. Messages sent by electronic mail (E-Mail) may not be secure and may be intercepted by third parties.

Initiate Stop Payment requests (some restrictions apply).

Initiate Check Order requests (some restrictions apply).

Privacy. The Peoples Bank recognizes the importance of your right to privacy. Please see our current Privacy Statement.

Limits on Peoples Banking Transactions. Money Market Accounts are limited to a total of no more than six transfers per statement cycle. Of the six transfers, no more than three may be made by check, draft, or debit card. Excessive activity will result in a service charge per item over six during a statement period and/or the account being closed or transferred to a non interest bearing account.

We reserve the right to refuse to make any payment you have requested. We will notify you if we refuse to complete your payment instructions.

Business Days. Our Business Days are Monday through Friday, excluding holidays. Peoples Banking Internet service is generally available 24 hours a day, 7 days a week. However, one business day delay may occur in completing transactions between your Accounts. Transactions occurring between 12 a.m. (midnight) and 6 p.m. Central Time on a business day will be posted to your Account on the same business day. Transactions occurring between 6 p.m. and 12 a.m. (midnight) Central Time, on a business day, will be posted on the next business day. Transactions received between 6 p.m. Central Time Friday and 12 a.m. (midnight) Sunday will be posted on the next business day. Contact the Bank for a list of banking holidays.

Balance Inquiries. You may use Peoples Banking to check balances of your linked accounts. Deposits still subject to verification by us may be included in your balance. Your account balance(s) with us may differ from your records because of deposits in progress, outstanding checks, and the time involved in processing items or other withdrawals, payments, or charges.

Fees. Your Accounts remain subject to fees, charges, balance requirements, and other restrictions explained in your Account agreement and related documents. These charges were explained to you at the time you opened your Account. You should refer to the Truth in Savings Disclosure that you received at the time you opened your account. We reserve the right to amend or change the fees upon written notice to you within the time frame allowed by applicable law.

E-Mail. You agree to not use E-Mail to send us communications that contain confidential information, and instead call us at 1-800-873-6468 or write us at P. O. Box 529, Biloxi, MS 39533-0529. You cannot use E-Mail to initiate transactions to your Account, change address information or request certain services. Types of transactions available in the web site www.thepeoples.com are described under Peoples Banking or you may contact by telephone or mail.

Stop Payments. Stop payments may be placed on checks that you have written or authorized by using Peoples Banking. In order to cancel a draft on your Account, you must notify us by calling 1-800-873-6468 or writing to P. O. Box 529, Biloxi, MS 39533-0529.

Your Liability for Unauthorized Transactions. Tell us AT ONCE if you believe that your PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call 1-800-873-6468 or write to P. O. Box 529, Biloxi, MS 39533-0529. Telephoning is the best and fastest way of keeping your possible losses down. You could lose all the money in your Account accessed by your PIN.

If you notify us within two business days after you discover that your PIN has been lost or stolen, you can lose no more than \$50.00 if someone uses your PIN without your permission. If you do not tell us within two business days after you learn of the loss or theft of your PIN and we can prove we could have stopped someone from using your PIN without your permission, had you told us, you could lose as much as \$500.00.

If your statement shows transfers that you did not make or authorize, tell us AT ONCE. If you do not tell us within 60 days after the statement was sent, you may lose any amount transferred without your authorization 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) prevented you from telling us, we may extend the time periods.

Errors and Questions. In case of errors or questions about your electronic transfers or payments, you should call 1-800-873-6468 or write to The Peoples Bank, P. O. Box 529, Biloxi, MS 39533-0529 as soon as you can if you think that your statement contains an error or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after you received the first statement in which the problem or error appeared. When you notify us, our representative will need to know the following information: (1) your name and relevant account number; (2) a description of the error or the transfer in question and an explanation why you believe it is an error or why you need more information; and (3) the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (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 forty-five days to investigate your complaint or question. If we decide to take the additional time, we will provisionally credit your account within ten (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 do not receive it within ten (10) business days, we may not credit your account.

If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit your account for the amount of any provisional credit made. You may ask for copies of documents that were used in our investigation.

Limitation of Liability. Unless otherwise required by law, in no event will The Peoples Bank be liable for any damages, including without limitation direct or indirect, incidental, consequential, or special damages, losses or expenses arising in connection with this Agreement or in connection with (a) the failure of performance, error, omission, interruption, defect, or delay in operation of any computer hardware or software or in the transmission of any electronic data, (b) any computer virus, or (3) any time or system failure. This limitation on the liability of The Peoples Bank shall apply even if The Peoples Bank, or representatives thereof, are advised of the possibility of such damages, losses, or expenses. Hyperlinks to other Internet resources are at your own risk; the content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by The Peoples Bank.

Liability for Failure to Complete Payments or Transfers. There are exceptions to our liability for processing transactions on your Accounts. We will not be liable, for instance:

If, through no fault of the Bank, you do not have enough available money in the Account from which a payment or transfer is to be made, including any overdraft line of credit or if the Account has been closed or is not in good standing.

If your equipment or ours was not working properly and the breakdown should have been apparent to you at the beginning of the transaction.

If the funds in your Account from which a payment or transfer is to be made is subject to legal process or another claim restricts the transaction.

If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.

If circumstances (including but not limited to fire, flood, or interruptions in electric or telephone service) or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.

If you have not given us complete, correct or current information so that we can properly complete the transaction.

If your operating system or software was not properly installed or functioning properly.

There may be other exceptions stated in our other agreements with you. Our liability is limited to the extent permitted by applicable law.

Governing Law. The Agreement is governed by and construed in accordance with the laws of the State of Mississippi, without reference to the choice of law provisions thereof. All aspects of all actions brought relating to the subject matter of this Agreement shall be governed by Mississippi law, without reference to the choice of law provisions thereof.

Waivers. No delay or omission by us in exercising any rights or remedies there under shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise thereof or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

Amendments. We may amend or change any of the terms and conditions of this Agreement at any time upon written notice to you at least thirty days before the effective date of the amendment or within the time required by applicable law. Your continued use of Peoples Banking constitutes your agreement to the amendments. The terms of your other Account agreements shall continue to apply.

Termination. Peoples Banking Internet services will remain in effect until terminated by you or us. You may cancel at any time by notifying us in writing at The Peoples Bank, P. O. Box 529, Biloxi, MS 39533-0529. This cancellation applies only to your Internet services and does not terminate your other relationships with us. We may terminate your participation in Peoples Banking for any reason, at any time. We will try to notify you in advance, but are not obliged to do so.

Peoples Banking Bill Payment Agreement

I authorize The Peoples Bank to post payment transactions generated by personal computer from the Internet Bill Paying Service to the account indicated in this Agreement. I understand that I am in full control of my account. If at any time I decide to discontinue service, I will provide written notification to The Peoples Bank, P. O. Drawer 529, Biloxi, MS 39533. My use of Internet Bill Paying signifies that I have read and accepted all the terms and conditions of Peoples Banking Bill Pay.

I understand that The Peoples Bank will use reasonable efforts to ensure payments reach creditors on time, but cannot guarantee the date a payment will be posted by a creditor. In the event I do not provide The Peoples Bank with sufficient information within the time frame necessary for prompt payment, The Peoples Bank will not be liable for any service fees or late charges against me. I understand that payments may take up to ten (10) days to reach the vendor and that they will be sent either electronically or by check. I also understand that I am responsible for any loss or penalty that I may incur due to the lack of sufficient funds or other conditions preventing the withdrawal of funds from my account.

Scheduled payments will be processed Sunday through Friday at 11:00 p.m. Central Time. On Sunday through Thursday, all payments scheduled for the current day, any previous day and the next business day will be processed. The payments processed on Friday night will cover any payments that were scheduled and happened to fall on a weekend date. Payments processed on Sunday will catch any new payments that may have been scheduled over the weekend. Payments are not processed the night before a holiday; instead they will be processed the night of the holiday. An example of this would be Thanksgiving; payments would not be processed Wednesday night but would be processed Thursday night. If the payment is by check, the check will be mailed the following morning. The electronic payments will also go out the morning after a payment is processed.

I understand that this application / agreement is giving authority to The Peoples Bank to process a credit check on my present and past banking relationships and will be held harmless for any end result or declining to accept this Peoples Banking Bill Payment Agreement.

The Peoples Bank is a federally regulated financial institution and any unauthorized access is prohibited. All activities to the Service are subject to being monitored by The Peoples Bank and legal action will be taken against any violators. Customer will indemnify The Peoples Bank from and against any and all claims, demands, loss, liability or expenses, including attorney's fees and costs, sustained directly or indirectly by The Peoples Bank as a result of the Customer's breach of these warranties.

This Agreement includes by reference The Peoples Banking Internet Agreement, The Peoples Bank Deposit Agreement and The Peoples Bank Disclosure Statement Pursuant to Electronic Funds Transfer Act and Regulation E which explains the customer's right to dispute errors.

I understand that The Peoples Bank will automatically deduct \$5.00 from my account each month for Bill Pay Services provided. The actual payment of bills using this service is provided by a third party. Any questions or errors that occur will be directed to Customer Service at 1-866-211-1502.

I hereby agree with all items above, as well as items contained in The Peoples Bank Deposit Agreement, Electronic Funds Transfer Act Disclosure, and The Peoples Bank Internet Banking Agreement.