



Digital Banking Services Agreement

Formerly known as the “Electronic Banking Agreement”

September 2025

How to Contact Us

<p>Online: Visit accessunited.com</p> <p>Phone: 770-567-7211</p> <p>Telephone Banking: 770-567-2400</p> <p>For our deaf or hard of hearing customers: We accept operator relay calls.</p> <p>Email: customerservice@unitedbank.net</p> <p>Secure messaging in Digital Banking</p>	<p>Electronic Funds Transfers (EFTs): In case of errors or questions about your EFTs, call us at 770-567-7211 or write: EFT Coordinator- United Bank PO Box 160 Barnesville, GA 30204 If you believe your debit card has been lost or stolen, call us at 770-567-7211 or after hours at 833-233-2194.</p> <p>All Other Written Correspondence: United Bank c/o Digital Banking PO Box 1337 Zebulon, GA 30295</p>
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THIS DIGITAL BANKING AGREEMENT (the "Agreement") is made between United Bank, a Georgia banking corporation ("Bank," "we," "us," or "our"), and you ("you," "your," or "customer") referring to each and every account owner, Authorized Representative, and any other person authorized to operate your Account. This Agreement sets forth the general terms and conditions for your use of all bank services accessed through the digital banking services portal on the United Bank website or through our Mobile App (each individually a "Service" and collectively the "Digital Banking Services" or the "Services"). We may require you to submit to, and execute, separate Services Addenda in addition to this Agreement, prior to providing certain services to you. You understand and agree that this Agreement and the Related Agreements are the complete and exclusive statement of the agreement between the parties with respect to the Services provided to you by Bank, and supersede any prior agreements between Bank and you with respect to such Services.

This Agreement contains provisions for a binding Arbitration Clause (Waiver of Jury Trial) and Class Action Waiver. Your acceptance of this Agreement includes your acceptance of and agreement to such provisions.

I. INTRODUCTION

- A. The Services.** The Services allow United Bank customers (Consumers, sole proprietors and other Business customers without special user entitlements) to perform a number of banking functions through the use of a personal computer ("PC") or, for some functions, a Mobile Device (e.g., tablet or smartphone), on Accounts linked to the Services.
- B. Acceptance of Terms.** You acknowledge that you have received this Agreement, and any Related Agreements, and that use of the Services will constitute acceptance by you of the Agreements and Related Agreements. This Agreement is subject to change at any time. We will notify you of any material change via email, or on our website by providing a link to the revised Agreement or by an online secure message. You may be prompted to accept or reject any material change to this Agreement the next time you use the Services after United Bank has made the change. Your acceptance of the revised terms and conditions and/or the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, we reserve the right, in our sole discretion, to change, modify, add, or remove options from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- C. Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank. See accessunited.com for current hardware and software specifications. We are not responsible for any third-party software you may need to use the Services. Any such software is accepted by you "as is" and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation. You agree to properly secure all hardware you use in connection with the Services including, but not limited to, securing the hardware with security credentials to prevent unauthorized use.

II. GENERAL TERMS

- A. Definitions.** As used in this Agreement, the following terms will have the following meanings unless otherwise stated for a particular Service.
- **Access Device:** A card, code or other means of access to a Consumer's Account, including a mobile application, or any combination thereof (including Login ID and Password) that may be used by a Consumer to initiate electronic funds transfers.

- **Account(s):** Any demand, savings or time deposit account, or loan account maintained with Bank as applicable, from time to time, or any other account that requires use of the Services, and as approved by Bank for your use subject to any additional terms that may apply.
- **Account Aggregation/Personal Financial Management Tools:** The ability to have data and information from third parties and other financial institutions retrieved for use in budgeting and financial planning while within the Services.
- **Account Agreement(s):** Any Account Agreement, or other applicable agreement, as amended from time to time, relating to a deposit account, loan, or other relationship you have with us.
- **ACH:** An automated clearing house network used for electronic transfers of funds between deposit accounts at financial institutions.
- **ACH Operator:** A Federal Reserve Bank or other entity that provides clearing, deliver, and settlement services for ACH entries, as defined by the Rules, and other services, all as more fully described and defined in the Rules.
- **Applicable Law:** Applicable state and federal laws, including without limitation, the Uniform Commercial Code, as enacted in the State of Georgia, the Rules, the EFTA, federal, state and local laws and regulations, each as may be amended from time to time, applicable to Bank or you, including, without limitation, Regulation CC, 12 CFR Part 229 ("Regulation CC"), all "Operating Circulars" promulgated by the Board of Governors of the Federal Reserve System, and the regulations and orders promulgated by the Office of Foreign Assets Control ("OFAC"), and the Financial Crimes Enforcement Network (FinCEN).
- **Authorization:** Your written request, instruction, or notification in any form.
- **Authorized Representative:** A person with authority (actual or apparent) to take action or make decisions with respect to an Eligible Account or the Services. This definition includes any person (i) who has actual or apparent authority to access, manage, administer, or transact business for an Eligible Account or the Services, regardless of whether that person has signed a signature card or other relevant documentation, or (ii) who an owner provided Personal Information for an Eligible Account or the Credentials for the Services.
- **Available Balance:** Our most current record of the amount of money in your account available for your use or withdrawal. See our Deposit Account Agreement for additional information.
- **Business or Non-Consumer:** Any person or entity other than a Consumer with an Eligible Account.
- **Business Day:** Every day except Saturday, Sunday, and federal bank holidays.
- **Consumer or Personal:** A natural person (not a Business or other entity) with an Eligible Account for which the Services are requested primarily for personal, family, or household purposes and not for Business use.
- **Credentials:** Your Login ID and Password used to access the Services.
- **Cutoff Time:** The time by which you must transmit a transfer, payment, wire or stop payment instructions to have them processed on that particular Business Day. Cutoff Times are subject to change and may vary by transaction type.
- **Eligible Account:** Each United Bank Account that you own or have authority over that is accessible through the Services. Eligible Accounts include deposit accounts, loans, credit cards, lines of credit, and other products or accounts you have with us. Some accounts will not be Eligible Accounts, at our discretion.
- **External Account:** Your Eligible Accounts at another financial institution.

- **External Transfer:** A transfer to/from a checking or savings account to an Eligible Account you own at another financial institution.
- **Linked Account (Within Transfers and Payments):** An Eligible Account from which funds may be transferred via our Digital Banking Services.
- **Linked Account (Within Financial Tools):** An External Account added to your budgeting tools for financial management.
- **Login ID:** The Credential you use to log in to the Service; this may be an alias you assign.
- **Mobile App:** The software application used to access our Digital Banking Services that runs on Mobile Devices, and that is available from both Google Play® and the App Store®.
- **Mobile Device:** A cell phone, smartphone, tablet, or any other handheld or wearable communication device satisfying the hardware and software requirements we specify.
- **Online Banking:** Each of the Services that are accessible through a browser.
- **Password:** The Credential used in connection with your Login ID to access the Services.
- **Payment Order:** A request, order, instruction, or other directive for the payment, transfer, withdrawal, or disposition of funds from any Account, including a funds transfer, or any amendment or cancellation thereof. The term Payment Order does not include any item drawn, issued, deposited, or anything similar by you.
- **Personal Information:** Your Credentials, your birthdate, your social security or EIN number, your inquiry code, your address, and your email address.
- **Related Agreements:** Any Addenda or supplement to this Agreement as well as any other schedules, supplements, or exhibits to the Addenda, supplement, or the Deposit Account Agreement, and all other agreements, policies and disclosures issued by the Bank and governing the Account, as they may be amended from time to time.
- **Rules:** The NACHA Operating Rules and Guidelines, as they may be amended from time to time.
- **Secure Access Code (SAC):** A one-time code used to verify a device, login or transaction delivered to a pre-registered land line or Mobile Device.
- **Service(s):** Refers to collectively, any or all of United Bank's Online Banking or Mobile App services, described in this Agreement, which allows you to electronically access Account and transaction information, transfer funds, originate transactions, and pay bills on a personal computer, mobile or wireless device.
- **Services Addendum or Services Addenda or Addenda:** Any addendum or supplement with respect to one or more of the Services, and issued in connection with this Agreement from time to time, as agreed to by the Bank and you.
- **Unauthorized Access:** Access that did not occur using your Credentials. Any access using your Credentials is authorized access.
- **Unauthorized Transaction:** A transaction from a Consumer's Account initiated by a person other than the Consumer without authority to initiate the transaction and from which the Consumer receives no benefit.
- **Wire Transfer Request:** A Payment Order by the customer to the Bank to be paid from the customer's Account to another account via the wire transfer service.

Unless otherwise defined in this Agreement, any capitalized or otherwise defined term used in this Agreement shall have the meaning ascribed by the Deposit Account Agreement ("Deposit Agreement"). Any capitalized or otherwise defined term used in this Agreement not defined in this Agreement, or in the Deposit Agreement, shall have the meaning normally applied in financial contracts.

- B. Applicability.** This Agreement applies to all services accessed through the Digital Banking Services portal on the United Bank website or through our Mobile App. We have the sole discretion to determine whether you or any Account is eligible for any Service and may withdraw any prior eligibility determination at any time. You or an Account may not be eligible for all Services.
- C. Incorporation; Order of Precedence; Rules of Construction.** This Agreement supplements your Deposit Agreement if applicable. All provisions of the Deposit Agreement (including but not limited to the provisions of the Deposit Agreement with respect to Arbitration and Class Action Waiver) are incorporated herein by reference. Your Deposit Agreement and this Agreement are intended to be read as complementary to one another. In the event of any direct conflict between the Deposit Agreement and this Agreement, the Deposit Agreement will control unless stated otherwise in this Agreement. Your use of the Services may also be affected by other existing Related Agreements between us for your deposit, loan, credit card, and other Linked Accounts. When you link accounts to the Services, this does not change the agreements you already have with us on those accounts. For example, when you use the Services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosures for the credit account. You should review those agreements for any applicable account fees, for limitations on the number of transfers you can make, and for other restrictions which might impact your use of an Account with the Services. Additionally, each Account will be subject to the terms or instructions appearing on a screen when using the Services, the Rules and regulations of any funds transfer system, and all Applicable Laws. In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either the Services, or products which may be accessed via the Services.

In the event performance of the Services provided herein in accordance with the terms of this Agreement or any Related Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement and any relevant Related Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to you as a result of such violation or amendment.

III. STANDARD TERMS FOR SERVICES

This section sets forth the standard terms and conditions which apply to your use of any of the Services.

- A. Owners, Joint Account Owners, and Authorized Representative.** If an Eligible Account is owned by more than one person (joint account), or has an Authorized Representative, each person may provide us with instructions (written, electronic, or verbal); make any decision; obtain information; or make any request associated with the Eligible Account and related Service, to the extent allowed by agreements covering the Eligible Account. You are solely responsible for supervising all of your Authorized Representatives and monitoring the actions they take on your behalf. You are responsible for ensuring that your Authorized Representative maintains the confidentiality of that person's Credentials, your Credentials, and that person's Personal Information, and your Personal Information. All transactions that an Authorized Representative performs on an Eligible Account or the Services, including those you did not want or intend, are transactions authorized by you. If we receive conflicting instructions, if we believe that an Eligible Account's security may be at risk, or if any owner or Authorized Representative violates any part of this Agreement, we may at our sole discretion discontinue any owner's or Authorized Representative's access to the Services.
- B. Authorization.** You represent by enrolling in the Services and agreeing to the terms of this Agreement that you are authorized to do so either as an owner of the Account or under the appropriate authorization from the account owner. You authorize us to provide access to your Eligible Accounts through the Services. You make this representation with the knowledge that it will be relied upon by us. An Authorized Representative's transactions are considered authorized, unless (i) you tell us that they are no longer an Authorized Representative, and (ii) we have had a reasonable opportunity to act on your notification (unless otherwise provided by law or regulation).

By directing us, through the use of any Services initiated with your Login ID and Password, to transfer funds or make a payment of any kind, you authorize us to withdraw from the designated Account the amount of funds required to complete the transaction. Requests for new account services, instructions to change existing Account information or Services, and any other communications received by bank through Digital Banking Services portal to amend, modify, supplement, extend, terminate, or otherwise adjust the Services shall constitute legal endorsements, and shall have the same force and effect as a signed written instruction.

- C. Signature Requirement Waiver.** Any requirement to verify two or more signatures on any item (such as a check) does not apply to the Services. This means that you are allowing any Authorized Representative on your Eligible Account to individually use the Services, even if your Authorized Representative's authority to transfer or withdraw funds from your Account by some other means (such as check) must be exercised jointly with one or more persons.
- D. Indemnity.** You hereby agree to indemnify, release, and hold us harmless from any and all liability, and agree to waive any claim against the Bank or bring any action against Bank, relating to its honoring or allowing any actions or transactions that were conducted using your Login ID and Password, except to the extent permitted under Regulation E.
- E. Security Risks.** There are security risks associated with use of the Services. The hardware and software that you use in connection with the Services may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of hardware and software is at your own risk. We will use commercially reasonable efforts to secure the portions of the Services under our control to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our commercially reasonable efforts, the security of the Services could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by Applicable Law.
- F. Devices; Security.** You acknowledge and agree that it is your responsibility to protect your Mobile Device and to be vigilant against email and/or text messaging fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You acknowledge that we will never contact you by email or text message to ask for or to verify account numbers, security devices, or any sensitive or confidential information. In the event you receive an email, text message, or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you will not respond to the communication, provide any information to the sender of the communication, click on any links in the communication, or otherwise comply with any instructions in the communication. To the extent allowed by law, you agree that the Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, email, text message or internet fraud.
- G. Availability and Unavailability of Service.** Subject to the terms of this Agreement, you will generally be able to access your Eligible Accounts 365 days a year, 24 hours a day, except during system maintenance, system outages, or circumstances beyond our control. These events may include but are not limited to power outages, Internet service outages, mobile tower outages, government shutdown, pandemics, natural disasters, and acts of God. We will attempt to provide prior notice of such interruptions and changes, but cannot guarantee that such notice will be provided. See the *How to Contact Us* section for more information.
- H. Accounts and Authorization.** In providing any Service, we are entitled to rely solely on the information, representations and warranties provided by you pursuant to this Agreement, any signature card, or any other documentation provided by you in connection with an Account or Service, and we shall not be responsible for the accuracy or completeness thereof.
- I. Fees.** Except as otherwise provided in this Agreement or your applicable Deposit Agreement and Fee Schedule, there is no monthly service charge for the Services. However, depending on how you access the Services you might incur charges for wireless carrier fees, Internet service provider fees, normal account fees and service charges, purchase of computer programs, or fees for payments or transfers made in excess of transaction limitations (See your Truth in

Savings disclosure). In addition, fees may be assessed for added self-service features available through the Service, such as stop payment requests. An overdraft or NSF fee may also apply if you schedule payments or transfers and your Available Balance is not sufficient to process the transaction in accordance with our posting order.

- J. Access to Account Data.** Some of the Services provide you with balance and other Account information. Since certain information and transactions are not processed by us until after the close of the Business Day, some transactions may not be reflected in our system until the next Business Day. Posted transactions may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. All deposits are received subject to our receipt of final payment. We may revoke any provisional credit given to you if final payment is not received. We may agree with other banks, clearing houses, or other parties to vary procedures regarding the collection or return of items, and deadlines to the extent permitted by law. We have the sole discretion to determine the method of collecting items, including electronically, and may use vendors, third-party service providers, or other banks in the process. (See our Funds Availability Policy in the Deposit Agreement for more information on when deposited funds will be available for withdrawal.) We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information systems.
- K. Statement Review & Notification.** We will issue account statements and other notices to you on a periodic basis. Account statements and notices made available electronically to you will be the official record of your Account. You must promptly review all account statements and other notices received from us. You must notify us of any unauthorized, improper, or missing endorsements within sixty (60) calendar days after the date of the account statement or notice on which that item was reported to have been paid. You must notify us of any errors, alterations, discrepancies, or Unauthorized Transactions, including Payment Orders and items, to bank in writing within sixty (60) calendar days from the date of the statement or other notice containing such is mailed or otherwise made available to you. If you allow someone else to review your account statement, you are solely responsible to report errors, Unauthorized Transactions or other irregularities regardless of who reviewed your account statement. You must provide us with all the information necessary for us to investigate and must provide all supporting evidence and/or documentation as we request. If you fail to act as provided in this section, you will have failed to exercise reasonable promptness in reviewing such account statement and notices and shall be precluded from asserting any error, discrepancy, or Unauthorized Transaction, including any loss of interest in connection therewith, and we will not be required to reimburse you.
- L. Cutoff Times and Business Days.** A number of the Services are subject to processing Cutoff Times. Such Cutoff Times are subject to change at our discretion and upon notice to you. Instructions received after the Cutoff Time or on a non-business day may be deemed received as of the next Business Day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions. We will endeavor to notify you in advance in the event the Services will be unavailable due to scheduled maintenance.
- M. Information Processing and Reporting.** A number of the Services offered by us require us to receive, process and report information involving your Account and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with ACH or Wire Transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you. For example, if you give us a funds transfer instruction that is incorrect in any way, you agree that we may charge your Account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your funds transfers or payment instructions.

You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in funds transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

- N. Termination.** We reserve the right to suspend the Services or terminate this Agreement and/or any Services Addendum effective immediately without prior notice if (i) you violate any term or condition of this Agreement, any Services Addendum; (ii) you fail to provide financial information reasonably requested by us; (iii) you fail to maintain a sufficient Available Balance in your Account to cover overdrafts; (iv) the confidentiality of your Credentials are compromised; (v) we have reason to believe that an Unauthorized Transaction or other fraudulent or illegal activity has taken or may take place involving any of your Accounts or any of the Services; (vi) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (vii) any assignment for the benefit of creditors, levy, garnishment, attachment or similar proceeding is instituted against any property of you held by or deposited with us; (viii) we are uncertain as to any person's authority to give Bank instructions regarding your Accounts or the Services; (ix) any of the Accounts are closed; (x) we determine that it is impractical or illegal to provide any of the Services because of changes in Applicable Law or the Rules; or (xi) we determine, for reasons of our own choosing, to terminate this Agreement with you. Any termination shall not affect any of our rights and your obligations with respect to Services provided prior to such termination, including without limitation your indemnity and confidentiality obligations, or the payment obligations of you with respect to Services performed by us prior to termination, or any other obligations that survive termination of this Agreement.
- O. Restricted Transactions.** You agree that you will not initiate funds transfers that arise out of or concern any unlawful or fraudulent activities, including without limitation, unlawful internet gambling, online tobacco retailing, and any other transactions as the Bank may notify you of from time to time.
- P. No Extension of Credit.** Nothing in this Agreement nor any course of dealing between you and us constitutes a commitment or obligation of Bank to lend money to you or obligates us to extend any credit to you, to make a loan to you, or otherwise to advance funds to you to pay for any Payment Order contrary to our published availability schedules.
- Q. ACH Transactions.** In addition to the other terms in this Agreement, the following terms and conditions apply to payments to or from your account that you transmit through via ACH: (i) your rights to payments to or from your account will be based on the laws governing the account; (ii) when we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment; (iii) if we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account; and (iv) you hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debt entries to your account for presentment or re-presentment of items written or authorized by you.

IV. SECURITY PROCEDURES

- A. Login ID and Password.** You will be asked to choose your personal Login ID consisting of 6 - 12 alpha-numeric characters, and a Password consisting of 6 -15 alpha and numeric characters which you will use to obtain access to your Account(s) at United Bank. You should not choose a Login ID that is easily guessed or that contains any spaces. It is not recommended to use your email address as your Login ID. We will provide you with a temporary Password and you will be required to change your temporary Password to a new Password that meets our security standards. We have no access to the new Password you create. Your Password must be different from your Login ID. You acknowledge that no one from the Bank will ever ask for your Password, and that Bank employees do not need your Password for any reason. You can change your Password within the Digital Banking Services. We recommend that you regularly change your Password. You agree that if you suspect the secrecy of your Password has been compromised, you will immediately notify us of that fact, and will immediately change your Password.

You are responsible for limiting the use of your Credentials beyond our Services for other online services e.g. other financial services, shopping apps, social media, etc. We will not be liable to you for any losses that occur due to your Login ID and/or Password being compromised by another service provider. You should not save your Credentials or allow them to be automatically filled in on any device you use to access the Services.

If you request to access both your Business and Consumer Accounts in Digital Banking, you will use one Login ID and Password to access them. You authorize us to act upon any instructions entered through the Services using your Login ID and Password without inquiring into the identity of the person using the Login ID and Password. For joint Accounts, each person designated as an account holder must have a separate Login ID and Password. Each account holder shall

be jointly and severally liable for any and all transactions that are made by any account holder on such Account. By enrolling in or utilizing our Services, you represent to us that you have considered our security measures and find these security measures to be commercially reasonable. You should consider the content of your statements, the risks associated with the electronic delivery of all notices including your statement, the types of transactions and the risk of financial loss associated with using the Services, the content that may be viewed and accessed by use of the Services and our security measures in reaching this conclusion.

- B. Sharing Your Login ID and Password.** You agree not to give or make available your Login ID and Password to any person. Sharing your Login ID and Password information constitutes a misuse of the Services. All transactions or instructions initiated by those with whom you shared information will be considered as authorized by you, regardless of whether you intended those transactions to be made. We reserve the right to prevent access to the Service and/or refuse to process any payment or transfer for security reasons or if we suspect fraud. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your Login ID and Password without your Authorization. Because your Login ID and Password can be used to access money in your Account(s) and to access information about these Account(s), you should treat your Login ID and Password with the same degree of care and secrecy that you use to protect your debit card PIN and other sensitive financial data. We may ask you to change your Login ID and Password from time to time for security reasons.
- C. Additional Authentication Requirements.** In addition to your Login ID and Password, we may require you to receive a Secure Access Code to authenticate your device, your Online/Mobile session or a transaction. Secure Access Codes can only be delivered via phone call or text message to a pre-registered land line or cell phone. You may register your devices (PC, phone, tablet, laptop, etc.) however, certain configurations within your device and certain anti-virus programs may delete the registration periodically and you will be required to obtain a new Secure Access Code the next time you login using that device. You may also choose to register your fingerprint or facial ID in your device for ease of authentication into our Services. With respect to fingerprint authentication, if you allow any other individual's fingerprints to be stored in your device, those individuals may have the ability to authenticate into your Mobile Banking session and have access to sensitive data, account information and transactional features. You are responsible for any activity initiated on your device in this manner.
- D. Protecting Your Personal Information.** You are responsible for the confidentiality of your Personal Information. You should not give your Personal Information to anyone. If you give your Personal Information to someone, that person can gain access to your Account(s) and the Services. If you suspect that your Personal Information has been compromised, contact us immediately by phone.
- E. Security Measures.** Each time you use the Services, you warrant that the Bank's security procedures as described herein are commercially reasonable (based on the normal size, type, and frequency of your transactions). You agree to be bound by any funds transfer or Payment Order or instruction the Bank receives through the Services, even if the order is not authorized by you, if it includes your access Credentials or is otherwise processed by the Bank in accordance with the Bank's security procedures. You agree that verification of your Login ID, inquiry code (which may also be known as your privacy code or your access code), your personally identifiable information, or a combination of them, prior to providing assistance or making changes to your Services is a sufficient and reasonable security measure.
- You agree to: (i) comply with the security procedures; (ii) take reasonable steps to safeguard the confidentiality and security of (a) your access Credentials, and (b) any other confidential information we provide to you in connection with the Services; and (iii) notify us immediately if you have any reason to believe any of your access Credentials have been compromised in any way. The occurrence of Unauthorized Access will not affect any funds transfers or Services delivery made in good faith by Bank prior to receipt of notification of Unauthorized Access or the compromise of security procedures within a reasonable time period to prevent Unauthorized Transfers. You warrant that any device you use to access the Services possesses updated security software (such as anti-spyware and anti-virus software), and that you update such software as updates are released by the device manufacturer.
- F. Disclosure of Account Information.** Subject to Applicable Law, we will disclose information to third parties about you and your Accounts or the transfers you make: (i) where it is necessary for completing transfers using the Services; (ii) to investigate a problem related to the Services; (iii) to verify the existence and condition of your Account to a third party, such as a credit bureau or merchant; (iv) to comply with government agency or court orders; (v) in connection with fraud

prevention or an investigation; (vi) if you give us permission; (vii) as stated in our Privacy Policy; (viii) on a closed account if we believe you have mishandled it; and (ix) as otherwise required or permitted by law or government regulation.

- G. Privacy.** All information gathered from you in connection with using our Services will be governed by our Privacy Policy. A copy of our Privacy Policy can be found at accessunited.com.

V. DIGITAL BANKING SERVICES OVERVIEW

A. Digital Banking for Consumers and Businesses

You may use Digital Banking (Online Banking and/or Mobile App) to:

- Transfer funds between your linked United Bank Accounts on either a one-time or recurring basis, including a payment to a linked eligible loan or credit card account.
- Transfer funds between linked United Bank Business Accounts and linked Consumer Accounts.
- Obtain your balance and transaction information for your linked United Bank Accounts, including your mortgage and credit card.
- Transfer funds between eligible linked United Bank Accounts and approved External Accounts.
- Access third parties for other services offered.
- Select your account statement delivery preference.
- Pay bills through our Bill Pay Service.
- Perform self-service account maintenance such as re-ordering checks, downloading/ printing copies of paid checks, downloading/ printing of monthly checking or savings eStatements, requesting a stop payment on check(s), updating your address, email, and phone number and changing your Login ID and Password.
- Send us secure online messages and questions regarding your Account or other services.
- Send wire transfers, if eligible.

Some of the above services may not be available for certain accounts or customers. The Bank reserves the right to expand or restrict the use of the Services.

Features or Services you can ONLY use within our Mobile App:

- Capture electronic images of the front and back of certain checks, and deposit checks into the Account you select. Please review Section G: Mobile Deposit Service below for further details.
- Set up biometric login on your Mobile Device using Touch ID or Face ID on iOS devices or fingerprint or facial recognition on Android devices to securely log in.
- Receive push notifications for alerts.
- Utilize Text Banking.

Availability; New Functions. The availability of some of the functions is subject to credit approval, may be limited by the Bank, and may be subject to agreement by you to the terms of any additional Addenda specific to such functions. We may, from time to time, introduce new functions to be included as part of the Digital Banking Services, and will make any such new functions available to you subject to your agreement to be bound by any terms and conditions regarding the new functions, as may be set forth in any amendment to this Agreement, or any Addenda submitted by us to you in connection therewith.

Digital Banking Alerts. You can set up account alerts in the Services. You can select which account alerts you want to receive, and each Account can receive different types of alerts. You must have a valid email address to receive account alerts via email. We will send alerts to the email address you provided for the Service. If you change your email address, you must inform us of that change. You may also choose to receive alerts via text message, push notifications or secure message. Some security alerts are not optional.

We may add new alerts from time to time or cancel existing alerts. We will usually notify you when we cancel alerts but are not obligated to do so. Alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). We do not guarantee the delivery or accuracy of alerts. The content of an alert may be stale by the time it is sent or received, due to other activity on your account or delays in sending data among various systems. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert, for any

errors in the content of an alert, or for any actions taken or not taken by you or a third party as a result of an alert. Alerts may contain your name and information about your Account and anyone with access to your email will be able to view the contents of these messages.

Display of Account Balances. Digital Banking Services displays your Available Balance (which does not include any unused overdraft limit balance and/or eligible line of credit availability, if applicable) and your current balance. The balance displayed under each transaction is your Available Balance but does not reflect any hold amounts. Additional information including hold amounts and your overdraft service (ODS) limit are displayed on the Details & Settings page for that Account. Please refer to the *Available Balance and Posting Transactions* and the *Overdraft Service* sections in the Deposit Agreement for additional information.

B. Digital Banking Transfers

Transfers to Accounts You Own at United Bank. You may transfer funds to your United Bank Accounts, subject to eligibility.

Transfers to Another Customer at United Bank. You may link other United Bank customer accounts for the sole purpose of transferring funds to another customer's account. You may not transfer funds from these Linked Accounts. You are responsible for providing accurate information to link these accounts.

Transfers with Another Financial Institution. Using our external transfer service (via ACH), you can transfer funds between your eligible Accounts at United Bank and your Eligible Accounts at another financial institution. An inbound transfer moves funds into an Account at United Bank. An outbound transfer moves funds from an Account at United Bank to an account outside of the Bank. You will need to link each of your non-United Bank accounts that you wish to use for the external transfer service. You agree that you will only attempt to link accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this external transfer service will be verified in accordance with our policies and procedures. The verification process must be completed by you prior to using the external transfer service. You will have fourteen (14) days after linking an account to complete the verification process. Verification instructions are displayed to you during the linking process.

Transferred funds will be credited to the non-United Bank account according to that financial institution's transaction processing schedule. We are not responsible for delays in receipt of the funds caused by delays at the other financial institution.

Certain limits may apply for the external transfer service. We reserve the right to increase or decrease the External Transfer limits at any time at our sole discretion.

Transfer Eligibility. Not all of your Accounts may be eligible to send or receive funds transfers.

Transfer Cutoff Time. The Cutoff Time for transfers is displayed in the Services. Any transfer made after the Cutoff Time will be processed the next Business Day.

Transfer Processing. When you initiate a transfer, the amount of the transfer is deducted from your Available Balance on the date you scheduled the transfer to occur. If the transfer is scheduled to occur on a day that is a non-business day, the transfer will be processed on the prior Business Day and the amount of the transfer will be deducted from your Available Balance. If we are unable to complete a transfer because you have insufficient funds in your Available Balance, we will not make further attempts to process the transfer. Future dated or recurring transfers may be canceled by the Cutoff Time the day prior to the scheduled transfer date. Transfers scheduled for the same day are immediate and cannot be deleted.

C. Consumer Wire Transfer Service (Subject to eligibility)

Using our consumer wire transfer service, you can wire funds between your Accounts at United Bank and an account at another financial institution. A wire transfer fee may be charged for each wire you send using the wire transfer service.

Accuracy of Wire Transfer Requests. You are solely responsible for the accuracy of the information contained in the Wire Transfer Request issued by you or an Authorized Representative. We may rely on the information contained in the

Wire Transfer Request issued by you. The Bank has no duty to verify if the name and bank account refer to the same person, bank, or account or to verify that a routing number is accurate or correct. Your obligation to pay the amount of the Wire Transfer Request will not be excused based on an error in the accuracy of information you provided.

Wire Transfer Cutoff Time. The Cutoff Time for wire transfers is displayed in the Services. Any transfers made after the Cutoff Time will be processed the next Business Day. The Bank may from time to time modify its Cutoff Time with prior notice to you.

Confirmation of Completed Wire Transfer Request/Review of Statements. The system automatically generates a confirmation that the Wire Transfer Request was submitted. United Bank does not guarantee that the Service is free from errors. You agree that the Bank's wire transfer service is a reasonable delivery method of confirmation that a Wire Transfer Request was submitted.

You are responsible for promptly reviewing all confirmations of Wire Transfer Requests and bank statements received from us. An unauthorized Wire Transfer Request must be reported to the Bank no later than thirty (30) days from the earlier of you receiving confirmation of the Wire Transfer Request or the date you receive your account statement on which the debit resulting from the erroneous Wire Transfer Request is reflected. In the event you report an unauthorized or erroneous Wire Transfer Request within thirty (30) days as detailed above, we will undertake all reasonable efforts to remedy the error and/or seek to reclaim the funds sent from an unauthorized Wire Transfer Request as limited below. **The Bank does not guarantee that it will be able to remedy an error on a Wire Transfer Request or reclaim funds from an unauthorized Wire Transfer Request. Customer acknowledges that the Bank has no duty to you to make any attempt to reclaim the funds or remedy an error, unless the error or Unauthorized Transfer was made by the Bank.**

Authorization to Transfer/Acceptance and Execution of Wire Transfer Requests. You authorize the Bank, pursuant to your instructions, to execute a Wire Transfer Request on your behalf and to debit your account specified in the Wire Transfer Request for the amount of such transfer, plus any wire transfer fee.

The Bank will generally act upon a Wire Transfer Request the day it is received, if the request is received by the Cutoff Time on a Business Day. The Bank reserves the right to process Wire Transfer Requests in any order convenient to the Bank and by any means of transmission, funds transfer system, clearing house or intermediary bank, the Bank may reasonably select to transfer the funds. The Bank also reserves the right to process a Wire Transfer Request the next Business Day if it cannot be processed the day of receipt. Absent willful misconduct or gross negligence, the Bank shall incur no liability due to any delay in execution of a Wire Transfer Request.

We will have no obligation to process a Wire Transfer Request if the instructions are not in the format required by the Bank; if the Bank is prohibited by any law, regulation, or order from processing the instructions; or if the Bank is unable to execute the transfer due to circumstances beyond the Bank's reasonable control.

Funds Availability. The Bank will make a good faith effort to execute Wire Transfer Requests according to the instructions you issue. We may reject any Wire Transfer Request that does not comply with the terms of this Agreement. We shall have no obligation to execute a Wire Transfer Request unless, at the time of execution, (i) there are sufficient funds in the Available Balance of your Account to cover the Wire Transfer Request; or (ii) the Bank has otherwise received full payment in a manner acceptable to us in our sole discretion. If your records and our records disagree regarding the account balance, our records will control for purposes of processing the Wire Transfer Request. We reserve the right to reject or impose conditions on the acceptance of Wire Transfer Requests for any reason. Notices of rejection may be given to customer through our wire transfer service or by telephone, email, or mail and will be effective when given.

We, at our sole discretion, may, but are not required, and you hereby authorize us to overdraft your Account in completion of a Wire Transfer Request. We will not be liable for any fees, losses, or damages to you for such overdraft. You will be liable to us for any overdraft created by a wire transfer together with any related service charges and costs of collection, including reasonable attorney's fees. We may offset any of your accounts with us in order to collect on sums owed by you including interest and fees. Nothing in this Agreement shall be interpreted as to request that we grant

credit to customer, whether by permitting overdrafts for the execution of a Wire Transfer Request or otherwise, notwithstanding the fact that we may have previously established a pattern of allowing such overdrafts.

Cancellation or Amendment of a Wire Transfer Request. You shall have no right and we shall have no obligation to cancel or amend any Wire Transfer Request after receipt of such Wire Transfer Request by the Bank. We may, in our sole discretion, make a reasonable effort to comply with a request to cancel or amend a Wire Transfer Request if we have a reasonable opportunity to act on such request. We shall have no liability if a request to cancel or amend a Wire Transfer Request is not effected. You agree to indemnify and hold the Bank harmless from any and all liability, claims, costs, expenses and damages of any nature, including attorney's fees, incurred in connection with any request by customer or an Authorized Representative to cancel or amend a Wire Transfer Request. Customer's obligations under this section shall survive the termination of this Agreement.

If the bank designated to receive the funds does not pay the beneficiary specified in the Wire Transfer Request, a refund will be made to you only after we have received confirmation of the effective cancellation of the Wire Transfer Request and we are in possession of the funds debited or earmarked in connection therewith.

Representations and Warranties. Customer agrees to comply with and be bound by the terms of the Electronic Funds Transfer Act and the Georgia Commercial Code, each as applicable, and to otherwise perform its obligations under this Agreement in accordance with all Applicable Laws, regulations, and orders, including but not limited to, this sanctions laws, regulations, and orders administered by the Office of Foreign Assets Control ("OFAC"), laws, regulations and orders administered by FinCEN; restrictions imposed under the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA"), and any state laws, regulations, or orders applicable to the providers of ACH payment services. It shall be the responsibility of the customer to obtain information regarding such OFAC enforced sanctions, which information may be obtained directly from the OFAC Compliance Hotline. Without limiting the foregoing, with respect to each and every Wire Transfer Request transmitted by the customer, the customer warrants and agrees that (a) it will not initiate any transactions in violation of the requirements or sanctions of OFAC or act on behalf of, or transmit funds to or from, any party subject to OFAC sanctions, and (b) it will not initiate any transaction in violation of or restricted under the UIGEA or its implementing regulations.

Customer represents and warrants that all information provided to Bank under the terms of the Agreement is accurate and complete as of the time it is provided. You shall promptly notify us of any material change to the information provided. You shall indemnify and hold harmless the Bank against any fine, penalty, sanction, loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or warranties.

The Bank makes no warranty that the wire transfer service will be error free. We will make commercially reasonable efforts to solve any problems. To the maximum extent permitted by Applicable Law, the wire transfer service is provided "as is" without warranties of any kind, either express or implied, including implied warranties of merchantability or fitness for a particular purpose.

Limitation of Liability; Indemnification. Customer assumes full responsibility for all wire transfers made by the Bank in good faith in accordance with the terms of this Agreement and agrees that we shall be conclusively deemed to have exercised reasonable care and to have acted in good faith if it has followed the procedures required by this Agreement. In no event will we be liable for any loss, claim, demands, expenses or damages arising directly or indirectly from Wire Transfer Requests executed by the Bank in good faith in accordance with the terms of this Agreement.

Customer agrees to indemnify and hold Bank harmless from and against any loss, claim, demands, expenses or damages including without limitation reasonably attorneys' fees and court costs, resulting directly or indirectly from (i) Bank's compliance with or carrying out of any instructions or request (including any Wire Transfer Request) which identifies customer as originator, whether or not authorized, if such instruction or request is accepted by the Bank in good faith and in accordance with the Security Procedures, or (ii) Bank's refraining from executing a Wire Transfer Request after reasonable efforts to verify such Wire Transfer Request have failed, or in delaying execution until verification is obtained. Customer will not be required to indemnify Bank against damages attributable to Bank's gross negligence or willful misconduct.

Subject to the limitations provided in this section (Limitation of Liability; Indemnification), Bank's liability, if any, for loss or damage arising from or related to this Agreement or any Wire Transfer Request will be limited to (i) actual damages incurred by the customer resulting directly from the Bank's willful misconduct or gross negligence, and (ii) interest on any refundable principal amount as required by the Georgia Commercial Code in the event the Bank executes a Wire Transfer Request which is unauthorized, and the customer does not otherwise benefit from the transfer of funds. However, customer is not entitled to interest on any amount to be refunded hereunder if customer failed to exercise ordinary care to determine whether the Wire Transfer Request was either unauthorized or erroneous and to notify the Bank of the relevant facts in accordance with the terms of the *Confirmation of Completed Wire Transfer Request/Review of Statements* section of this Agreement.

If we are notified that a Wire Transfer Request executed by the Bank did not transfer the full amount stated in your instructions, our sole responsibility and liability shall be to promptly execute a second order in the amount of the stated deficiency. The Bank will not be liable for and will be excused from any failure to carry out, or delay in carrying out, any of the Bank's obligations under this Agreement if such failure or delay results from circumstances beyond Bank's control, including but not limited to acts of God, strikes, and other labor disputes, civil disorder, catastrophes of nature, fire, explosion, natural or man-made floods or any severe weather, war, failure of a communications or computer system, nuclear attack, embargoes, actions or inactions of governmental authorities affecting either Bank or suppliers to Bank or if Bank reasonably believed that action would have violated any law, rule or regulation. Bank agrees to make reasonable efforts to prevent such occurrences from affecting the execution of this Agreement.

Bank's sole responsibility under this Agreement is to make a reasonable effort to execute Wire Transfer Request. Bank will have no responsibility for the acts or omissions of the customer or Authorized Representatives, including but not limited to the amount, accuracy, timeliness, or Authorization of any instructions or information in a Wire Transfer Request, or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any Federal Reserve Bank or any other financial institution, and no such person or entity will be deemed an agent of the Bank.

EXCEPT AS OTHERWISE REQUIRED BY LAW, REGARDLESS OF THE FORM OR NATURE OF ANY CLAIM OR ACTION, CUSTOMER AGREES THAT IN NO EVENT SHALL BANK BE LIABLE TO CUSTOMER OR ITS REGISTERED AGENTS FOR PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT, WHETHER OR NOT BANK SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING OR PERFORMANCE OF THE SERVICES CONTEMPLATED HEREIN INCLUDING, WITHOUT LIMITATION, ANY ECONOMIC LOSS OR DAMAGE, EXPENSE OR LOSS OF BUSINESS, PROFITS OR REVENUE, GOODWILL AND ANTICIPATED SAVINGS, LOSS OF OR CORRUPTION OF CUSTOMER'S DATA, LOSS OF OPERATION TIME OR LOSS OF CONTRACTS.

The provision of this Limitation of Liability/Indemnification section and any other limitations of liability or acknowledgement of indemnification under the terms of this Agreement shall survive termination of this Agreement. Bank shall have no further liability beyond that which is set forth in this Limitation of Liability section.

D. Loan Account Payoff

You should not rely upon information provided by the Services for the payoff of your loan account. Use the Request a Loan Payoff function in the Service Center or contact us to obtain the payoff amount for your loan account.

E. Update Direct Deposits and Recurring Payments (ClickSWITCH™) (Consumer ONLY)

You may use our optional service to update direct deposit information and recurring payments that are drafted from your Account using your account number and routing number - card transactions are not eligible for this service. It is important to verify the information you provide is accurate. The Bank accepts no liability for incorrect information you enter. Your recurring transfers and bill payments within the Services cannot be updated using ClickSWITCH. The service relies on instructions provided by your payroll company for the process to change your deposits. It sends the information for changes to the involved third party and the effectiveness of the change is dependent on that third-party's response to the change request. Please be aware of the timeframe the third party provides for the change to become effective. Using ClickSWITCH may require you to provide login information for the involved third party. Some employers and

government agencies require direct deposit switches to be completed directly with them and they may not accept our switch request.

F. Stop Payment Requests

You can use the Services to request a stop payment on any check you have written from your United Bank checking account. 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 process 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 stop payment feature may not be used with respect to any payment or transfer scheduled through the Services. Please see our Deposit Agreement for other provisions governing stop payment orders.

G. Bill Pay Service

To use our Bill Pay Service ("Bill Pay") you must be enrolled in Digital Banking Services. Bill Pay allows you to make one-time or recurring payments from your eligible Linked Account(s) to payees you select. Bill Pay may not allow a transaction to a foreign payee. We may set limitations on the total dollar limit of transactions per day. Some account types may have withdrawal limitations and could result in a fee if used to initiate a payment using Bill Pay. Consult your Truth in Savings account disclosure for more information. We may use non-affiliated third parties acting on our behalf to process Bill Pay transactions. These third-party processors may have access to your Personal Information and may require you to agree to additional terms and restrictions before you can use Bill Pay.

Bill Payment Processing. Bill Pay determines if the payment can be made electronically, either by ACH or single use virtual card payment, or if the payment will be made by a paper check drawn on your Account. You agree that that all paper checks issued on your authorized instructions will be the same as if actually signed by you.

Scheduling Bill Payments. The date you enter for your payment date is the date your payment will be initiated. You should allow 2-3 days for electronic payments to be delivered to the payee. You should allow 2-3 days for paper check payments to be mailed and ample mailing time for the paper check to be received and processed by the payee. For scheduled recurring payments that fall on a weekend or non-business day, you can select if you want the payment to process on the prior or next Business Day when you set up the recurring payment.

For payments made electronically, the payment amount is deducted from your Available Balance on the payment date. If we are unable to complete the bill payment because you do not have sufficient funds in your Available Balance, we will attempt to process the payment for five Business Days or until you stop the order to pay. You must have sufficient funds in your Available Balance when you request an electronic bill pay payment. You may be subject to overdraft or non-sufficient funds (NSF) fees if funds are not available, in addition to other fees from third parties for late payments or returned items.

For payments made by paper check, the check is deducted from the Available Balance of the designated account when the check is presented to us for payment, which will likely occur after the scheduled payment date. Since we cannot predict the exact date your paper check will be presented to us for payment, you should maintain a sufficient Available Balance in your Account until the check is posted to your Account. You may be subject to overdraft or NSF fees if funds are not available, in addition to other fees from third parties for late payments or returned items.

Canceling or Editing Bill Payments. You may cancel or edit any bill payment, including recurring bill payments, by following the directions within Bill Pay. There is no charge for canceling or editing a bill payment. However, all cancellations or edits must be received by us prior to the Cutoff Time on the processing date. Any cancellation or edit received after the Cutoff Time may be ineffective and the bill payment may be processed. We reserve the right to change the Cutoff Time and will notify you if it changes.

You may be able to stop a paper check bill pay payment after the payment has been processed. Contact us to place a stop payment order and you may be charged a Stop Payment Fee.

Prohibited Bill Payments. You agree to not make, or attempt to make, any bill payment (i) that will be sent outside of the United States, either electronically or by check; or (ii) to pay tax payments, payments made pursuant to court orders, fines, payments for gambling debits, or payments otherwise prohibited by federal, state, or local law. These bill payments will be considered a prohibited bill payment. We reserve the right to refuse to make any bill payment.

No Duty to Monitor Bill Payments; Indemnification; Disputes. You agree that we have no obligation to you to monitor bill payments, including for prohibited bill payments. If you make any (i) bill payment to any payee, or any purported payee, for a disputed amount, amount that you do not owe, or for any bill that is not yours, (ii) duplicative bill payment; or (iii) prohibited bill payment, you assume the entire risk of loss. In no event will we have any liability for any loss, damages, or claims resulting from any such bill payment. Any dispute, objection, misapplication, mis-posting, misdirected bill payment, request to return funds, or anything similar with regard to a bill payment, prohibited bill payment, and/or with a payee shall be solely your responsibility, be between you and payee, and you must resolve directly with payee. If we detect an error on one or more occasions, we will not be obligated to detect errors in any future Payment Order.

eBills. eBill is a feature provided in Bill Pay that allows third-party billers to provide your bill information in Bill Pay. We are not liable for non-delivery of eBills due to incorrect, expired or invalid Credentials for payee secure account authentication. We are not responsible or liable for any information provided by a third party and we do not certify or confirm that the information provided by third parties is true or correct. We take no responsibility if a payee does not provide the necessary data to forward an eBill in a timely manner. If you do not receive an eBill, it is your responsibility to contact the payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your payee. All parties have the right to cancel the service at any time. If you request that an eBill be discontinued, it may take up to sixty (60) days for the payee to receive and process the request.

Pay a Person Processing. You may also use Bill Pay to make a payment to a person. The person you identify to receive the payment is the recipient or payee. You can pay a person (i) using the recipient's email address or mobile number; (ii) entering the recipient's routing and bank account information; or (iii) via check. Pay a Person is a Bill Pay Service feature and is subject to the same terms and conditions of Bill Pay.

Delayed or Returned Payments. To the extent known by us, you will be notified if a delay occurs in the processing of a bill payment. You may be instructed to call us, or we may call you if more information is needed. You understand that payees and/or the United States Postal Service may return bill payments to us for various reasons including payee's forwarding address has expired; you did not provide payee a valid account number; payee is unable to locate your account; and/or your account is paid in full.

Bank Errors; Limitation of Liability. If we do not properly complete a bill payment on time or in the correct amount, we will pay any reasonable and directly resulting late fees or finance charges, and provided that at the time of submission of the applicable bill payment:

- Your account with the payee was in good standing
- Your applicable Account contained a sufficient available balance to pay the bill payment
- You submitted correct and sufficient information to complete the bill payment
- We are not responsible for any failure to pay as a result of delays not within our control.

This shall be your sole remedy with respect to its use of Bill Pay. We will not be liable for any charges or fees imposed or any other action taken by any payee or any other party resulting from a payment that you did not pay or schedule properly, including finance charges and late fees. In addition, we are not liable if any third party through whom any bill payment is to be made fails to properly transmits, delays, misapplies, loses, or steals the payment to the payee. You are liable for all transactions you make or authorize another person to make using Bill Pay accessed through Digital Banking Services. You will be responsible for any bill payment request that contains an error or is a duplicate of another bill payment. We are not responsible for a bill payment that is not made if you did not follow the instructions for making a bill payment properly. We are not liable for any failure to make a bill payment if you fail to notify us promptly after learning that you have not received credit from a payee for a bill payment. We are not responsible for your acts or omissions or for those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, we will not be liable for any special, consequential, incidental, or punitive, or any other losses, damages or expenses incurred in connection with the Services, or Bill Pay, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act, or delay in acting, if it is caused in whole or in part by circumstances beyond our reasonable control. Contact us using the *How to Contact Us*

section in the event of the failure by us to make a bill payment, if a bill payment is not received by a payee, or a stop payment needs to be placed on a bill payment.

Bill Payment Errors. If you made an error with a bill you paid using our bill pay service, let us know immediately. Our bill pay provider may work with you to attempt to recover your funds, and there are fees associated with the recovery options. There is no guarantee that any funds will be recovered.

Unauthorized Bill Pay Transactions. For Consumer/Personal Accounts ONLY, see the *In Case of Errors or Questions about your Electronic Funds Transfers (Error Resolution)* section.

Compliance with Law. While we have no obligation to monitor your bill payments, we may monitor your use of Bill Pay, and any bill payments, for our own benefit, for compliance with this Agreement, and compliance with federal and state laws, including laws and regulations governing currency transactions and money laundering. We may refuse or cancel any bill payment, including any recurring bill payment, if we, in our sole discretion, believe such bill payment was a prohibited bill payment or may violate Applicable Law.

Termination of Service. Bill Pay transactions that have not been completed prior to termination of the Service may not complete through the Service. You should make alternate arrangements for pending payment transactions.

H. Card Center

Card Control. Card control allows you to take control of your enrolled debit or credit card(s) to reduce the risk of fraudulent card transactions. Upon enrollment of an eligible debit or credit card, you may control specific features of your card via our Digital Banking Services. These features may include the options to lock or unlock your card, adjust daily limits or other features. We reserve the right to update the available features of this service. Not all features will be available for all cards. If you obtain a new or different device, you may be required to re-enroll in card control.

Card control does not allow for the cancellation of authorized or pre-authorized card transactions. It is not intended as a method for stopping payment on authorized or pre-authorized transactions. In accordance with card network rules, all transactions, for which there is a prior authorization, will be paid by United Bank. This applies to authorizations made in both card present and card not present situations, and in cases of pre-authorized recurring transactions. Pre-authorized recurring transactions must be stopped in accordance with the agreement you made with the merchant involved in the pre-authorizations.

Service Cancellation. You may unenroll your card(s) from card control at any time.

Travel Notifications. Travel notifications allow you to notify us of upcoming travel. This updates your information in our fraud protection services and can prevent disruption of card service. You may still receive text messages, emails, or automated phone calls from our VISA partner to verify transactions even if you have entered travel information. You are responsible for responding to these alerts to avoid service disruption.

VISA® Stop Payment Service. You may use the VISA stop payment service to stop recurring payments on your card(s). Only eligible transactions will be presented with this option. This service is not intended to replace your notification to the merchant directly. You should always contact the merchant processing the recurring payment as well. Fees may apply.

I. Mobile Deposit Service

Mobile Deposit Service ("Mobile Deposit") allows you to use our Mobile App to make deposits to your Eligible Accounts by taking photos of the front and back of original checks and transmitting the digital images and associated deposit information to us or our processor with your Mobile Device. We retain the right to either approve, deny or revoke your use of Mobile Deposit at our sole discretion. The Cutoff Time is displayed in Mobile Deposit.

Required Mobile Banking Application. You must enroll in Mobile Deposit using our Mobile App. You must comply with the Mobile Device hardware, software and other requirements, as well as applicable security procedures, as set forth in this Agreement and in any documentation or supplemental information or instructions we provide. You understand that if you fail to comply with such Mobile Device hardware, software and other requirements you may be unable to generate an acceptable image to complete a mobile deposit.

Ineligible Items. You agree to scan and deposit only “checks” as defined in Regulation CC. You agree that the image of a check transmitted to us shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. We may limit the number, amount, or otherwise place restrictions on what items we will accept for mobile deposit. You may not use Mobile Deposit to submit any of the following:

- Checks or items drawn on foreign financial institutions or payable other than in U.S. currency
- Checks or other items containing apparent alteration to any of the information on the front of the check or item, or which you know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn
- Checks or other items previously converted to a substitute check
- Checks or items presented that are remotely created checks (as defined in Reg. CC)
- Checks payable on sight or payable through drafts (as defined in Reg. CC)
- Checks with any endorsement on the back other than that specified in this Agreement
- Checks that have previously been submitted through mobile deposit or through a remote deposit capture service offered by any other financial institution, or that have otherwise been deposited with us or any other financial institution, including checks that have been returned unpaid
- Checks that are illegible or contain MICR data that is not machine-readable
- Checks or items prohibited or not otherwise acceptable under the terms of your Account or this Agreement.

Endorsements and Procedures. You agree to endorse each check transmitted through Mobile Deposit with your signature and the endorsement “For MOBILE Deposit Only, United Bank” or any other endorsement that may be required by us. If you transmit an item for deposit that does not have an endorsement, we may accept your deposit and will treat it as if you have endorsed it as described above. You agree to transmit the front and the back of the item and follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time. If we determine that there is a discrepancy between the amount you input through Mobile Deposit and the actual amount of the item, we may adjust (debit or credit) your Account for the error.

Receipt of Items. We reserve the right to reject any item transmitted through Mobile Deposit, at our sole discretion, without liability to you. We are not responsible for items we do not receive, such as an image that is dropped during transmission. An item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of this confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your Account. We reserve the right to charge back to your Account at any time, any item that was subsequently returned to us or that we subsequently determine was not an eligible item. You agree that we are not liable to you for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Availability of Funds. You agree that items transmitted using Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC or the Funds Availability Policy section of the Deposit Agreement. Generally, funds deposited using Mobile Deposit are made available to you the first Business Day after the day that we receive your deposit. If we receive your deposit before the Cutoff Time posted in the system on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if we receive your deposit after the Cutoff Time or on a day that is not a Business Day or that we are not open, we will consider the deposit to have been received on the next Business Day we are open. If the funds from your deposit will be available later than the timeframe above, we will mail or deliver a notice as soon as practicable, but no later than the first Business Day following the day the facts become known to us, or the deposit is made, whichever is later.

Disposal of Transmitted Items. You agree to retain each check you transmit or attempt to transmit using Mobile Deposit for at least thirty (30) calendar days from the date of the image transmission or attempted transmission. After that thirty (30)-day period, you agree to destroy the check, mark it “VOID”, or otherwise render it incapable of further transmission, deposit, or presentment. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed.

Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits that you may transmit using Mobile Deposit and may modify those limits from time to time. If you attempt to initiate a deposit in excess of these

limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, your deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Presentment. The manner in which any item transmitted through Mobile Deposit is cleared, presented for payment, and collected shall be at our sole discretion, subject to the Deposit Agreement governing the Account in which the item is deposited.

Limitations of Service. When using Mobile Deposit, you may experience technical or other difficulties. We do not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Mobile Deposit may have eligibility requirements that may change at any time without prior notice. We reserve the right to change, suspend or discontinue the service, in whole or in part, or to terminate your use of Mobile Deposit, in whole or in part, immediately and at any time without notice to you.

Errors in Transmission. By using Mobile Deposit, you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for such interception or misdirected items or information disclosed through such errors.

Image Quality. The image of an item transmitted to us using the Mobile Deposit must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by us, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

Credited Account. You may use Mobile Deposit to make deposits into any of your eligible deposit Accounts with us.

Your Promises and Indemnification. You agree that: (i) you will not transmit any ineligible items; (ii) you will not transmit duplicate items; (iii) you will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of the item; (iv) the digital image of the check transmitted to us is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf; (v) you have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate; (vi) you will not re-deposit or re-present the original item; (vii) all information you provide to us is accurate and true; and (viii) you will comply with this Agreement and all applicable rules, laws and regulations related to Mobile Deposit services.

Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions or poor-quality transmissions, and in the resolution of claims related to items transmitted through Mobile Deposit, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

Ownership and License. You agree that we retain all ownership and proprietary rights in the Mobile Deposit service, associated content, technology, and website(s). Your use of the Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, your breach of this Agreement immediately terminates your right to use the Mobile Deposit. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit: (i) in any anti-competitive manner; (ii) for any purpose that would be contrary to our business interest; or (iii) to our actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Mobile Deposit service.

Contingency Plan. You agree that, in the event you are not able to capture, process, produce or transmit a mobile deposit to us, or otherwise comply with the terms hereof or of the procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by us until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as a result of your inability to use the Mobile Deposit service. The deposit of original checks

through these other methods shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement.

J. P2P Payments

Send Money

Send Money transfers funds to another person (friends and family) by using their cell phone number or email address. It is not intended to be used for payment for goods or services to unknown sellers or providers. You must access Send Money within the Services and have an active debit card in the same name as your Digital Banking Service.

Recipients. Recipients of a Send Money transfer must choose how to accept the funds: via their debit card (provided their financial institution is part of a supported network), PayPal or Venmo account. Recipients are not required to have a United Bank account. United Bank is not responsible for any issues related to the status of the recipient's PayPal or Venmo accounts. The person you identify to receive the payment is the recipient. If you or the recipient enter the recipient's information inaccurately, the error is not an Unauthorized Transaction.

When a payment is initiated, an email or text containing a link to our provider's secure site will be sent to the recipient. When using the mobile number, you will be prompted to send a text to your recipient. There are factors outside of the Bank's control (including cellular coverage) that may prevent you from being automatically prompted to send the text. If you are not immediately prompted to send the text, navigate to the Send Money Transfer History page to send the link.

The only way the recipient can collect the funds is by receiving the text or email and accessing the secure site via the provided link. The recipient has a limited number of calendar days to retrieve the payment using the link. If the payment has not been accepted within the timeframe, the link will automatically expire and the funds will be credited back to your account.

Transfer History. Send Money transfer history will show you the status of your payments including pending payments, canceled payments, and expired payments.

Transfer Cancellation. You may cancel a transfer if the transfer has not yet been accepted by the recipient. Navigate to Transfer History, select the transaction and cancel it. Canceled transfers are credited back to your account upon cancellation.

Transaction Limits. Daily and transaction limits may apply. To inquire about specific limits, see the *How to Contact Us* section.

Apple Pay®, Google Pay®, and other P2P Services

The following additional provisions apply to the use of those peer-to-peer payment services besides the Send Money service described above. All other third-party funds transfer services, including but not limited to Apple Pay, Google Pay, Venmo, Cash App and PayPal are subject to the terms of this Agreement, and to the terms of any agreement with the third-party funds transfer service. You acknowledge and agree that the use of third-party funds transfer services results in the immediate transfer of funds to a third party, and that the Bank cannot be responsible for funds transferred in error. You acknowledge and agree that you are personally responsible for your conduct while using any third party funds transfer services, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless bank, its respective owners, directors, officers, and agents, from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use any third-party funds transfer service, or any violation by you of the terms of this Agreement.

K. Text Center –Text Banking Service

Text Banking Service ("Text Banking") allows you to communicate with us via text message. By clicking on Text Center in the Services and completing the enrollment process or by texting ENROLL to 800-658-0899 on your Mobile Device, you grant express written permission for us to send you certain alerts including informational (for example: holiday hours, emergency closure), transactional (for example: payment reminder notices, card transactions, suspicious transactions, verification texts), and promotional messages (for example: notification of an available product or service).

Text Banking also allows you to review your Account balances and transaction history for enrolled Accounts by using text (SMS) commands. A list of commands is available by sending HELP via text to 800-658-0899. This number is available on our website or contact us by phone. You may also initiate text conversations with basic questions with customer service by texting any of our published numbers including the dedicated 800 number for text alerts during our normal business hours.

Opt Out. You may discontinue at any time any automated account requests, account notifications or other account alerts by texting STOP. You will receive a one-time opt out confirmation message. After that, you will not receive any additional messages. You can also edit or stop your account alerts in the Services. For specific alerts, we may provide a specific STOP message to stop only those messages – those details will be provided when you enroll in those alerts. Stopping text alerts will not impede your ability to initiate a conversation via text with us. You may also re-enroll in Text Banking at any time by texting ENROLL or re-enrolling via the Services.

Delivery of Text Messages. You can select when to receive your account notifications created via Text Center. Other account alerts will be sent at specific times and in accordance with Applicable Law. We make no guaranties or representations as to how quickly Text Banking will process your requests. Delivery of account alerts may be interrupted by factors not under our control. We make no guaranties or representations that an alert will be delivered as subscribed.

Limitations. We reserve the right to limit the types and number of accounts eligible for Text Banking. We also reserve the right to limit the number of alerts you may receive and the number of requests you may make. We do not guarantee nor are we responsible for the availability of text services provided by your mobile carrier. You may be unable to receive a text from us if your Mobile Device is not enabled to send or receive text SMS messages. We may discontinue Text Banking at any time without notice to you.

Access. If you obtain a new mobile phone number, you must update your text messaging number either within the Services or by contacting us.

L. Electronic Statements and Notices (eStatements)

By enrolling in eStatements, you agree that we may send any communications on your Account(s) electronically; this may include information on your loan account(s), credit card(s) in addition to your deposit account(s). Communications include but are not limited to account statements, check images, appraisals, loan documents, any notice required to be in writing including notice of changes to any agreement you have with us, and any other communication from us to you. You also agree that we may send you a notice directing you to our website where the communication is posted and where you can read and print it.

If at any time you wish to change your eStatements option, change your email address, or receive a paper copy of your Account documents, you must provide us notice through the Digital Banking Services. Delivery preferences can be changed by any account owner or Authorized Representative, and the new delivery preference will apply to all owners or Authorized Representatives on that Account. Additionally, in the event that you are unable to access your statements or to otherwise view any of your Account information by use of the Services, you agree to immediately notify us. We are not responsible for statement non-delivery if you do not maintain a valid email address. You agree that you have the appropriate system requirements and computer specifications in order to receive texts, emails, access Online Banking, the Mobile App and to review documents, including eStatements and other legal notices.

We may deliver information to you about your Eligible Accounts via the Digital Banking Services Inbox, email, US Postal Service, or within the Account documents. We may continue to mail information to you, including any information that you have authorized us to provide to you electronically.

Notification. Except as otherwise required by Applicable Law, you acknowledge and agree that it is your responsibility to access your periodic eStatements and other legal notices as they are available within the Services without any notification to do so from us. However, we may in our discretion send a notification to your email address we have on record or otherwise furnish you with notification (including notification within the Services) when your eStatements and/or other legal notices are available. You agree to regularly and periodically log in to the Services in order to read and review your current eStatements and any other legal notices that may be posted.

Account Statements Available. You may view, print, and download your current statement and up to 24 months of statement history. Once you enroll in eStatements, we may no longer mail your Account documents. If you close your

Account or remove eStatements from your Services, you will not be able to view your Account documents electronically. Before closing your Account or canceling eStatements, you should print or electronically save copies of your Account documents for your records.

Review of Periodic Account Statements. Refer to the *Statement Review & Notification* section in the Standard Terms for Services.

Termination of eStatements. You may discontinue eStatements at any time within the Services and without notice to you. If your eStatements service is terminated for any reason and we mail your account statement, you may incur a fee. In addition, requests for printed statements are subject to a fee. We may also add, modify, or delete any feature of the eStatements service in our discretion.

M. Account Aggregation/Personal Financial Tools

General. We offer the ability to engage in certain account aggregation and financial planning tools through the use of designated third-party providers. In order to be eligible for such functionality, you will be obligated to agree to, and be bound by, any terms and conditions of such third party.

Use of Third Party. By using the account aggregation and financial planning tools offered by United Bank's third-party provider, you authorize the Bank and its service providers to access third-party sites designated by you, on your behalf, to retrieve information requested by you. For all purposes hereof, you hereby grant the Bank and its service providers a limited power of attorney, and you hereby appoint United Bank and its service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party sites, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN UNITED BANK OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES IN ACCORDANCE WITH THESE TERMS AND CONDITIONS, UNITED BANK AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third-party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: APPLICABLE THIRD-PARTY PROVIDERS, AND NOT UNITED BANK ARE PROVIDING THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS. YOUR USE OF THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THOSE SERVICES IS AT YOUR SOLE RISK. WITH RESPECT TO UNITED BANK, THOSE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UNITED BANK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THOSE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. UNITED BANK MAKES NO WARRANTY THAT (i) THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS WILL MEET YOUR REQUIREMENTS, (ii) THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UNITED BANK THROUGH OR FROM THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. Some jurisdictions do not allow the exclusion of certain warranties.

Accordingly, some of the above limitations may not apply to you. TO THE EXTENT THAT ANY PART OF THIS SECTION IS NOT CONSISTENT WITH ANY OTHER PART OF THESE TERMS, THEN THIS SECTION WILL CONTROL.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER UNITED BANK NOR ANY OF THEIR AFFILIATES, WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF UNITED BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANYONE ON THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS; (v) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vi) ANY OTHER MATTER RELATING TO THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

Indemnification. You agree to protect and fully compensate United Bank and their affiliates from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Account Aggregation and Personal Financial Tools, your violation of these terms or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone. YOU ACKNOWLEDGE THAT UNITED BANK HAS AGREED TO FACILITATE THE PROVISION OF THE ACCOUNT AGGREGATION AND PERSONAL FINANCIAL TOOLS FROM THE THIRD-PARTY PROVIDERS IN RELIANCE UPON THE LIMITATIONS OF LIABILITY, INDEMNIFICATION AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

VI. Electronic Fund Transfers Provisions (Consumer/Personal Accounts ONLY)

We offer a variety of electronic fund transfer services you can use to access funds in your Account(s) and perform other transactions detailed in this section. We describe some of these services in this section and also provide certain disclosures that apply to the use of electronic fund transfer services with your Consumer deposit account(s). Some of these services are governed by separate agreements we give to you at the time your card is mailed or you sign up for the service (e.g., debit cards, online and Mobile Banking).

When you read this section, you'll see references to Regulation E or Reg. E. This regulation applies to transactions you can perform using your card to access your account, such as purchases and ATM transactions. Regulation E also applies to other types of electronic fund transfers you can make from or to your account, such as payments made using Bill Pay and the direct deposit of your paycheck into your account. Regulation E establishes the basic rights, liabilities, and responsibilities of consumers who use electronic fund transfers and of our or other persons who offer these services. It includes the actions you need to take if you believe your card, card number, or your PIN has been lost or stolen, or if you notice an error or unauthorized electronic fund transfer on your account and the rules regarding your potential liability for these transfers.

The following provisions apply to electronic fund transfers to or from your Consumer deposit account(s) that are governed by Part A of Regulation E. These provisions don't apply to wire transfers. These provisions apply to the following types of transactions:

- **Debit Cards** – using your debit card to make purchases, withdrawals, payments, transfers, and other transactions as described in the *Debit Cards* section of the Deposit Agreement

- **Transfers** – sending or receiving transfers between your accounts or to other recipients at United Bank or other financial institutions
- **Payments** – one-time or recurring payments from your account that you initiate or preauthorize for withdrawal from your account
- **Credits** – manual or automatic electronic deposits to your account, such as payroll or benefit payments

Liability for Unauthorized Transactions According to Regulation E. Tell us AT ONCE if you believe your card, card number, or PIN has been lost or stolen, or otherwise compromised, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Contacting us immediately is the best way of keeping your possible losses down. You could lose all the money in your account (plus funds in your overdraft limit balance, and in any line of credit or other account linked to your account).

If you tell us within two Business Days after you learn of the loss or theft of your card, card number, or PIN, you can lose no more than \$50 if someone used your credentials without your permission.

If you **do NOT** tell us within two Business Days after you learn of the loss or theft of your card, card number, or PIN, and we can prove we could have stopped someone from using your credentials without your permission had you told us, you could lose up to \$500.

Also, if your account statement shows transfers that you did not make or authorize, including those made by your card, PIN, or other means, tell us at once. If you do not notify us within 60 days after the statement was mailed or otherwise made available to you, you will be liable for any additional unauthorized transactions that occurred after the 60-day period and before you provided notice to us (if we can prove that we could have stopped those transactions had you promptly notified us). This will apply even to unauthorized transactions that occur shortly before you notify us. If a good reason (such as extended travel or hospitalization) kept you from telling us, we will extend the time periods.

Contact in the Event of Unauthorized Transfer. If you believe your card, card number, or PIN has been lost or stolen, or otherwise compromised use the information in the *How to Contact Us* section to let us know.

You should also use the same contact information if you believe a transfer has been made using the information from your check without your permission.

Preauthorized Credits to Your Account. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can verify receipt via online or mobile banking, enroll in account alerts, or call us at 770-567-7211 to find out whether or not the deposit has been made.

Our Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable if:

- Through no fault of ours, you do not have enough funds in your Available Balance to make the transfer,
- The transfer would go over the credit limit on a linked line of credit service account,
- The ATM where you are making the transfer does not have enough cash,
- The terminal or system was not working properly, and you knew about the breakdown when you started the transfer,
- Circumstances beyond our control (such as flood or fire) prevent the transfer, despite reasonable precautions we have taken, or
- There is some other exception stated in our Agreement with you.

In Case of Errors or Questions about your Electronic Funds Transfers (Error Resolution). If you see an error or have questions about your electronic transfers, suspect your statement or receipt contains an error, or you need more

information about a transfer listed on an account statement or receipt, contact us using the information in the *How to Contact Us* section.

We must hear from you no later than 60 days after we send the FIRST account statement on which the problem or error appeared, and you should provide us with the following information:

- Your name and account number,
- The dollar amount of the suspected error,
- A description of the error or the transfer that you are unsure about, and
- A clear explanation of why you believe it is an error or why you need more information.

If you tell us in person or by phone, we may require that you send us your complaint or question in writing within 10 Business Days.

Investigations. 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 need more time, 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 credit your account.

For errors involving new accounts, a point-of-sale transaction, or a transaction initiated outside a state, territory, or possession of the United States, we may take up to 90 days (instead of 45) to investigate. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three 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.

VII. Additional Provisions Applicable Only to Business/Non-Consumer Accounts

Dispute Resolution Process. The dispute resolution process outlined in the section *In Case of Errors or Questions about your Electronic Funds Transfers (Error Resolution)* does not apply to Business/Non-Consumer Accounts. If you use the Services for a Non-Consumer Account you do so at your own risk and at the risk of the account owner. We recommend you review your Account transactions daily and notify us immediately by phone of any errors.

Authority to Transact Business on Account. If you enroll a Business/Non-Consumer Account in the Services, you represent that you are vested with and currently possess the power and authority to enter binding contracts for the account owner. You also represent that you are vested with and currently possess the power and authority to transact banking business, including but not limited to receiving personally identifiable information, receiving Login IDs, access codes, and Passwords, requesting new services or modifying current services, requesting account information, receipt of funds, disbursement of funds, and placing instructions or orders for payment. You make this representation with the knowledge that we relied upon it in consideration for providing the Services.

Communications. You agree that we may send notices and other communications to the current address shown in our records. You further agree that the Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

VIII. General Provisions

Entire Agreement. This Agreement, the Addenda, and any other Related Agreements, or other documentation incorporated by reference, constitute the entire agreement between the Bank and you regarding the Services and supersedes any prior agreement regarding the Services. No course of dealing between Bank and you will constitute a modification of this Agreement or any Services Addendum, or constitute an agreement between Bank and you

regardless of whatever practices and procedures Bank and you may use unless agreed to in writing signed by both parties.

Amendment and Alterations. We may change the terms of this Agreement, the services we provide, and the fees we charge, at any time. We may add new terms, delete terms, or replace this entire Agreement with a new agreement. We will ordinarily send you an advance notice of any change to this Agreement that is adverse to your rights and obligations. Notice will be given in accordance with the terms of this Agreement unless a different form of notice is allowed by another agreement between us or by law. If you have more than one account with us, you agree that we may send only one notice applicable to all of your accounts and will not be required to send a separate notice for each account unless otherwise required by law. If you continue to use the Services, after the effective date of a change, that indicates your acceptance of the changes. If you do not agree to the changes in the terms of this Agreement, you may terminate your use of the Service. You may obtain a copy of any current agreement using the information in the *How to Contact Us* section. You may not modify this Agreement without our written consent.

Governing Law. This Agreement is governed by the laws and regulations of the State of Georgia.

Waiver. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege. A waiver of a particular right, remedy, power or privilege does not constitute a waiver of any other right, remedy, power or privilege under this Agreement. If a dispute arises regarding a waived provision, and that waiver is not in writing and signed by a bank officer, the waiver will be examined to determine whether the party alleged to have made the waiver had the authority to do so.

Disclaimer of Warranties. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES: (i) WILL MEET YOUR REQUIREMENTS; (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE; AND (iv) THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

Limitation of Liability. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF 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, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE WERE INFORMED OF THE POSSIBILITY THEREOF.

Independent Contractor. You acknowledge and agree that the relationship between Bank and all vendors or third-party service providers selected by us is that of an independent contractor and they are not the agents, partners, joint venturers, or anything similar, of each other or you. Unless otherwise explicitly agreed to in writing, none of the Bank, vendor, or any third-party service provider are responsible or liable for the acts or omissions of the others.

Assignment. You understand we may assign our rights and delegate duties under this Agreement to a company affiliated with us or to any other party. However, you may not assign your rights or duties to anyone else.

Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any portion of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Our Rights. You agree that our rights under this Agreement are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others.

Headings. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

Titles. Certain account Related Agreements, disclosures and fee schedules have been referenced herein by their current title or a name that is the reasonable equivalent of their current title. You agree that the effectiveness of this Agreement is not dependent on the accuracy in the titles used in this Agreement for such Related Agreements, disclosures and schedules. As long as such Related Agreements, disclosures and schedules are reasonably identifiable then the inaccuracy of the title employed herein or a subsequent change in the title shall have no effect on the enforceability of this Agreement.

IX. ARBITRATION AGREEMENT (WAIVER OF JURY TRIAL) AND CLASS ACTION WAIVER

READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT ARBITRATION IN ACCORDANCE WITH SUBPARAGRAPH (a) BELOW, THIS ARBITRATION PROVISION WILL GOVERN ANY AND ALL CLAIMS AND DISPUTES ARISING IN CONNECTION WITH YOUR ACCOUNT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY SUCH CLAIMS AND DISPUTES, NOW OR IN THE FUTURE. FOR EXAMPLE, IF YOU DO NOT REJECT THIS ARBITRATION PROVISION, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN YOU AND US REGARDING THE ACCOUNT (EXCEPT A SMALL CLAIM YOU BRING INDIVIDUALLY) AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

(a) Your Right to Reject Arbitration: If you don't want Arbitration to apply to your account, you may reject arbitration by mailing us a written rejection notice which gives your name(s) and account number(s) and contains a statement that you (both or all of you, if more than one) reject arbitration of disputes concerning your account. The rejection notice must be sent to the Registered Agent, P.O. Box 1337, Zebulon, Georgia 30295, Attn: Arbitration Rejection. A rejection notice is only effective if it is signed by you (both or all of you, if more than one) and if we receive it within thirty (30) days after the date you open your account. The date you open your account will be the date shown on the signature card or other account record of the agreement initially used to open the account. No execution of a replacement or updated signature card or account record for the account nor any subsequent amendment, update, or replacement of this Agreement shall give you any new or renewed right to reject this Arbitration Provision.

(b) Parties Subject to Arbitration; Certain Definitions: Solely as used in this Arbitration Provision: (a) the terms “**we**,” “**us**” and “**our**” include: (i) United Bank, its parents, subsidiaries and affiliates, their predecessors successors, if any, and the employees, officers, directors and controlling persons of all such companies and banks (the “**Bank Parties**”); and (ii) any other person or company who provides any services in connection with the account if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party; and (b) the terms “**you**” and “**your**” include: (i) each holder or owner of the account, each person who signs a signature card for the account and their respective heirs, successors, representatives and beneficiaries (including pay-on-death and similar beneficiaries); and (c) the term “**account**” includes any account maintained by United Bank and any updated or substitute account for the same account holders, regardless of the execution of a new or substitute signature card for the account.

(c) Covered Claims: “Claim” means any claim, dispute or controversy between you and us that in any way arises from or relates to the Agreement, your account, any debit card or similar card, any account transaction or attempted transaction (including deposits, payments, transfers and withdrawals, whether by check, card, ACH or otherwise), Overdraft Service, any Line of Credit Service or Sweep Account Service, Non-sufficient funds and overdraft Items, and the advertising, disclosures, practices and procedures related to the foregoing, if such claim, dispute or controversy cannot be resolved without a lawsuit or arbitration proceeding; provided, however, that “Claim” does not include any claim, dispute or controversy that would otherwise be covered by the foregoing definition but which is prohibited from

such coverage by the federal Military Lending Act or its implementing regulations. "Claim" includes disputes arising from actions or omissions prior to the date of this Agreement (or prior to the time this Arbitration Provision becomes part of the Agreement). "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, except as provided in the next sentence, it does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subparagraph "g" below, captioned "Prohibition Against Certain Proceedings" (the "**Class Action Waiver**"), the final sentence in subparagraph "m" below, captioned "Severability," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this Agreement as a whole.

(d) Starting an Arbitration: To the extent permitted by the Federal Arbitration Act (the "**FAA**") and any other applicable federal law, arbitration may be elected by either party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a related or different Claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration against the other party. We will not demand to arbitrate an individual Claim that you bring against us in a court that allows for small claims, as defined by the laws of the State of Georgia, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration. Subject to subparagraph "g" below, captioned "Prohibition Against Certain Proceedings", any party who desires to assert multiple Claims must assert all such Claims in a single lawsuit or arbitration; the defending party must demand arbitration with respect to all or none of such Claims; and if the defending party wishes to bring any counter-Claims, such counter-Claims must be asserted in the same lawsuit or arbitration that will resolve the initial Claims.

(e) Choosing the Administrator: "**Administrator**" means the American Arbitration Association ("**AAA**"), 2200 Century Parkway, Suite 300 Atlanta, GA 30345, www.adr.org; JAMS, 1201 W Peachtree, NW, Suite 2650, Atlanta, GA 30309, www.jamsadr.com; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. The party initiating an arbitration may select the Administrator by filing a Claim with the Administrator of that party's choice. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.

(f) Court and Jury Trials Prohibited; Other Limitations on Legal Rights: FOR CLAIMS SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

(g) Prohibition Against Certain Proceedings: NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, FOR CLAIMS SUBJECT TO ARBITRATION: (1) YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS- WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

(h) Location and Costs of Arbitration: Any arbitration hearing that you attend must take place in a venue reasonably convenient to you. You agree that reasonably convenient is in the State of Georgia; however, you and we also consent to video conferencing as a reasonably convenient venue in the event video conferencing is available. We will pay any and all fees of the Administrator and/or the arbitrator in connection with any arbitrated Claim if and to the extent you

prevail in the arbitration. Also, for any arbitrated Claim of yours for an amount less than \$25,000: (a) we will pay any and all fees of the Administrator and/or the arbitrator if you make a written request for us to pay such fees; and (b) we will pay your reasonable attorneys' and experts' fees if and to the extent you prevail. We will bear any fees and costs associated with the arbitration of a Claim (including reasonable attorneys' and experts' fees) if applicable law requires us to.

(i) Governing Law: This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law, provided that the law of the State of Georgia, which is where we are headquartered, shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

(j) Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules.

(k) Arbitration Result and Right of Appeal: Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to **"the arbitrator"** shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with subparagraph "h" above, captioned "Location and Costs of Arbitration."

(l) Rules of Interpretation: This Arbitration Provision shall survive the closing of the account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this Arbitration Provision shall govern.

(m) Severability: If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

(n) Notice and Cure; Special Payment: Prior to asserting a Claim in litigation or arbitration, the party asserting the Claim (the **"Claimant"**) shall give the other party (the **"Potential Defendant"**) written notice of the Claim (a **"Claim Notice"**) and a reasonable opportunity to resolve the Claim. The resolution period shall be at least 30 days except for Claims requiring some form of expedited injunctive relief in a shorter period. Any Claim Notice to you shall be sent in writing to the current address we have for you in our records. Any Claim Notice to us shall be sent by mail to the Registered Agent, P.O. Box 1337, Zebulon, Georgia 30295, Attn: Claim Notice (or any updated address we subsequently provide). If there are multiple parties on the account, the Claim Notice may be sent to any of you. Any Claim Notice you send must provide your name and account number(s), as well as your address and a phone number where you can be reached during normal business hours. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. A Claim Notice from us may be in the form of a collection letter or a notice demanding payment of a negative balance under the account. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Potential Defendant

reasonably requests. If (a) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with this subparagraph “n” and otherwise comply with this subparagraph “n” (including its resolution and cooperation provisions); (b) we refuse to provide you with the relief you request; and (c) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$10,000 and will also require us to pay any other fees and costs to which you are entitled. If a Claimant fails to comply with the requirements of this subparagraph “n”, the Potential Defendant may seek an order requiring the Claimant to comply before the Claimant further pursues the Claim. However, the Claimant’s assertion of a Claim in litigation or arbitration without initially complying with this subparagraph “n” will not otherwise impair any of the Claimant’s rights (including your rights under this subparagraph “n”), even if the statute of limitations for the Claim expires before the end of the period provided in this subparagraph “n” for the parties to attempt to resolve the Claim.

(o) Amendment; Waiver; Etc.: Notwithstanding any language in this Agreement to the contrary, we will not attempt to apply any amendment to this Arbitration Provision without your written consent if and to the extent that the amendment would affect the litigation or arbitration of any Claim that has been the subject of a prior Claim Notice. However, this will not limit our power to waive any right we would otherwise have nor our power to afford you any additional right with respect to this Arbitration Provision.

(p) Effect on Any Existing Arbitration Agreement: If you reject arbitration, you will not be subject to this Arbitration Provision and will no longer be subject to any current Arbitration Agreement to which you and we are a party. Unless this Arbitration Provision is rejected by you or declared invalid in a final, non-appealable judgment, this Arbitration Provision will replace and supersede any Arbitration Agreement to which you and we are currently a party. This Arbitration Provision will not replace or supersede any prior Arbitration Agreement if you do not reject arbitration and this Arbitration Provision is declared invalid in a final, non-appealable judgment that does not apply equally to the prior Arbitration Agreement.