

## Introduction

Thank you for doing business with us.

This Electronic Banking Agreement (“Agreement”) governs your use of:

- Online Banking,
- Mobile Banking,
- Online Bill Pay (including Pay a Person),
- Mobile Card Control,
- Mobile Wallet and Digital Card Numbers,
- Mobile Remote Deposit Capture (mRDC),
- Text Messaging Service, and
- Electronically Delivered Statements and Notices.

In this Agreement, “Service” refers to all of the electronic and digital banking offerings listed above, plus other functions you can access via the Website after entering into this Agreement. We may add, remove, or make changes to the Service.

The words “Bank,” “we,” “our,” and “us” refer to United Bank, a Georgia banking corporation. “You,” “your,” and “customer” refer to each and every account owner, Authorized representative, and any other person authorized to operate your account. When we say “We may” or “United Bank may” do something, that means you authorize us and agree to such action.

**This Agreement replaces all prior agreements regarding your Service**, including any verbal or written statements or representations. We may update this Agreement from time to time.

**Please read this Agreement carefully. This Agreement contains an Arbitration Clause and Class Action Waiver. By selecting “I Accept” below, or by using the Service or authorizing a person to use the Service on your behalf, you agree to the terms and conditions of this entire Agreement.**

This document contains various defined terms with specific meanings. Frequently used defined terms can be found in the *Glossary* at the back of the document. Capitalized words not defined in this Agreement will be assigned the meaning contained in our Deposit Agreement. If capitalized words in this Agreement are in conflict with the Deposit Agreement, this Agreement will control. If capitalized words are not defined in this Agreement or the Deposit Agreement, they will be given the meaning normally applied in financial contracts.

## How to Contact Us

<p><b>Online:</b> Visit <a href="https://accessunited.com">accessunited.com</a></p> <p><b>Phone:</b> 770-567-7211</p> <p><b>Telephone Banking:</b> 770-567-2400</p> <p><b>Deaf or hard of hearing customers:</b></p> <p><b>Email:</b> We accept operator relay calls</p> <p><b>Secure messaging in Online Banking</b> customerservice@unitedbank.net</p>	<p><b>Electronic Funds Transfers (EFTs):</b> In case of errors or questions about your EFTs, or if you believe your debit card has been lost or stolen, call us at 770-567-7211 or write:  EFT Coordinator- United Bank PO Box 160 Barnesville, GA 30204</p> <p><b>All Other Written Correspondence:</b>  United Bank c/o Electronic Banking PO Box 1337 Zebulon, GA 30295</p>
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## About this Agreement

This Agreement covers the Service offered by us. We offer additional electronic and digital banking services for Eligible accounts for which you would sign a separate agreement. Those agreements will continue to apply to each of your Eligible accounts. The terms and conditions in this Agreement supplement our Deposit Account Agreement (“Deposit Agreement”) and any other agreements between you and us. This Agreement will control and take precedence, unless ~~the~~ specifically stated otherwise. If there is a conflict or inconsistency between this Agreement and another agreement between you and us, this Agreement will control and take precedence only to the extent necessary to resolve the conflict or inconsistency. You agree to the terms and conditions in this Agreement when you enroll, or when you use the Service.

## The Service

**Enrollment.** This Agreement is effective as of the date you first enroll in the Service. It may take up to five calendar days after you enroll before the Service is activated. Your Service will not be available to use until you accept the Agreement. The Service is a convenience that we provide to you and is not a static account feature. We are not obligated to offer the Service and we reserve the right to refuse the Service to any customer.

**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 Service, 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 end any owner or Authorized representative's access to the Service.

**Authorization.** You represent by enrolling in the Service 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 Service. You make this representation with the knowledge that it will be relied upon by us. An Authorized representative's transactions are considered authorized, unless (1) you tell us that they are no longer an Authorized representative, and (2) we have had a reasonable opportunity to act on your notification (unless otherwise provided by law or regulation).

**Signature Requirement Waiver.** Any requirement to verify two or more signatures on any item (such as a check) does not apply to the Service. This means that you're allowing any Authorized representative on your Eligible account to individually use the Service, 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.

**Accessing Eligible Accounts.** Each owner of an Eligible account or Authorized representative will need to individually enroll in the Service to access it and will each need their own Credentials. You and your Authorized representative may access your Eligible accounts through the Website to obtain information and perform transactions available on the Website.

To access your Eligible accounts through the Website, you need a Username, a password and required hardware and software. Visit our Website for details. To complete your enrollment in the Service, you will be required to provide a valid email address. Additionally, you are required to maintain an email address that is continuously operational to receive email communications from us in order to access your Eligible accounts through the Website. If your email is undeliverable, you will be unenrolled from statement service, which may result in loss of access to statements that existed prior to being unenrolled and you may incur a fee. If your email is undeliverable, you will not receive alerts you may have set up. When you update your email address, that email address is used for all services available from the Service. An undeliverable email address may not result in loss of access to the Service. If your email has been compromised or you change your email, you should let us know immediately. You must provide all computer, telephone and other equipment, software and services you need to access the Service. You also have to comply with security procedures we may establish.

When using the Mobile Banking service, you may generally access certain Eligible accounts through our mobile app or get certain information through text messaging or push notifications on a Mobile device. In order to do so, you must provide us with (and maintain) a valid mobile phone number, which you are the owner of or have the delegated legal authority to act on behalf of the mobile subscriber.

**Linked Accounts.** Once you enroll in the Service, you can link and display certain Eligible accounts. Eligible accounts that are linked and displayed through the Service may be subject to certain limitations and restrictions. Unless indicated otherwise by the context, linked accounts refers to all of your Eligible accounts with us, including but not limited to deposit accounts, credit card accounts, and loan accounts. Your accounts include accounts that are owned by you as a consumer or sole-proprietor, and accounts that you are properly authorized to transact business on. You may be able to access all of your accounts with one Username or through one mobile phone number using our Mobile Banking service or via SMS (text). You may be able to link your Non-consumer account(s) to your Consumer account(s). You may be able to link more than one Non-consumer account to another Non-consumer account or Consumer account. You should link your accounts only if you are authorized to link all of the accounts. You link accounts at your own risk and at the risk of the account owner, but not at our risk. We are not liable if your authority over any account is revoked or changed until we are informed in writing of the change in authority and have a reasonable time to act on it. If you link your Consumer account to your Non-consumer account, you agree and understand that users and Authorized representatives(s) on your Non-consumer account may be able to access your Consumer account information. You agree to inform us if any change in authority occurs.

**Loan Account Information.** Information provided by the Service should not be relied upon for a payoff of your loan account. You should contact us using our contact information to obtain a payoff for your loan account.

**Availability and Unavailability of Service.** Subject to the terms of this Agreement, you'll 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 shut down, pandemics, natural disasters, and acts of God. See the *How to Contact Us* section for more information.

**Terminating the Service.** This Agreement will be in effect from the date you enroll in the Service and at all times while you're using the Service. Unless otherwise required by applicable law or regulation, we can terminate this Agreement and/or your access to any Eligible account through the Service, in whole or in part, at any time. If you violate any terms of this Agreement or any other agreement you have with us, you agree that we may suspend or terminate your access to any of your Eligible accounts. If you close all your Eligible accounts or withdraw from the Service, we may suspend or terminate your access without prior notification. We will try to notify you in advance of any termination but are not required to do so. You can terminate the Service by contacting us and your termination will be effective after we have a reasonable opportunity to act on it. We are not required to reinstate or re-activate your access. You may be required to re-enroll before your Service is reinstated. If reinstated, the then-current terms of this Agreement will control. We will not be liable to you for any fees or damages you incur due to the termination of the Service. We will not be liable to you if we stop offering the Service. This Agreement continues to be effective for uses of the Service prior to termination.

## Electronic Fund Transfers Provisions (Consumer Accounts Only)

The provisions in this section apply only to electronic fund transfers (EFTs) that debit or credit a Consumer's checking or savings account and are subject to Regulation E, which implements the federal Electronic Fund Transfer Act. When applicable, we may rely on any exceptions to the provisions in this section that are covered in Regulation E. All terms in this section not defined in this Agreement but defined in Regulation E will have the meaning given in Regulation E. Electronic transactions include online banking transactions, mobile banking transactions, mobile remote deposit capture transactions, Pay a Person payments and SMS (text) transactions.

**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.

**Liability for Unauthorized Transactions According to Regulation E:** Tell us AT ONCE if you believe your Access device has been compromised, or if someone has or may transfer money from your account without your permission. 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 applicable).

If you tell us within two Business days after you learn of the loss or theft of your Access device (including password), 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 Access device (including password), 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 Access device (including password), 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.

When you give someone your Username and password, you are authorizing that person to use your Service. When you give someone your Mobile device that contains your Username and password, you are authorizing that person to use your Service. You will be responsible for all transactions that a person who was given your credentials or your Mobile device performs while using the Service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. For sole proprietors, you are responsible for all transactions performed by you and any designated user(s), including an Authorized representative(s), whether you specifically authorize the transaction or not. If you notify us in writing that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. You will not receive credit for authorized transactions.

**In Case of Errors or Questions about your Electronic Funds Transfers (Error Resolution):** If: (i) you think your statement or transaction record is wrong; (ii) you need more information about a transaction listed on your statement; (iii) an unauthorized person has obtained your Credentials or has possession of your Mobile device; (iv) someone has transferred or may transfer money from your

account without your permission; (v) you believe your card, card number or PIN has been lost or stolen, or otherwise compromised; or (vi) a bill payment transaction was made without your authorization, contact us *immediately* 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 date and the dollar amount of the transaction in question,
- The name of the payee,
- The transaction number assigned by the Service, if available,
- 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, we may take up to 90 days (instead of 45) to investigate and 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

**Our Liability for Failure to Make Transfers.** If we do not complete a transfer or transaction 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 cover the transaction or make the transfer,
- The Service was not working properly, and you knew about the issue when you started the transaction or transfer,
- Circumstances beyond our control (such as fire, flood, natural disaster, or government shutdown) prevent the transaction or transfer, despite reasonable precautions we have taken,
- There are postal delays, processing delays, or failure of acceptance by the payee, or
- There may be other exceptions not specifically mentioned.

## Online Banking Service

Online Banking enables you to perform available banking functions on your accounts linked to the service. We may, at our sole discretion, limit your online access to an account. You can also add/access additional services, such as Online Bill Pay, within Online Banking.

**Using Online Banking.** You may use Online Banking to:

- Transfer funds between your linked accounts on either a one-time or recurring basis, including a payment to a linked credit card account or loan;
- View Current balance and Available balance information for your linked accounts;
- Review posted and in-process transactions for your linked accounts. (Your transaction history is stored for a limited amount of time);
- Perform self-service maintenance such as re-ordering checks, viewing copies of paid checks, viewing your account statements and notices, requesting a stop payment of check(s), assigning a username alias, and changing your password; and
- Send us secure online mail messages or questions regarding your account or other services.

Some of the above services may not be available for certain accounts, customers, or if you access Online Banking from a device other than a personal computer.

**Online Banking Alerts.** You can set up account alerts in Online Banking. 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 outside of Online Banking. We'll send alerts to the email address you provided for the Service. If you change your email address, you must inform us of that change.

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 don't 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.** Online Banking displays different balances for your account. On the account listing screen, we display your Current balance. When you view the transaction screen, we display your available balance (which includes any unused overdraft limit balance and/or eligible line of credit availability, if applicable) and Current balance. On this screen, you can click the available balance hyper link to display your Available balance and the detail of any unused overdraft limit balance and/or eligible line of credit availability, if applicable which are added together for the total. The balance displayed under each transaction is your Available balance. Please refer to the *Available Balance and Posting Transactions* and the *Overdraft Service* sections in the Deposit Agreement for additional information.

**Processing of Online Transfers.** Not all accounts are eligible to transfer or receive funds.

- 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 not a 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. The cutoff time for transfers is displayed in Online Banking. Any transfers made after the cutoff time will be processed the next Business day.
- If we are unable to complete a transfer because you have insufficient funds in your Available balance, we will continue to attempt to process the transfer until you have sufficient funds in your Available balance or until you delete the order to pay. Be sure you have available funds in your account when you request a transfer. You may be subject to overdraft or non-sufficient funds (NSF) fees if funds are not available, or other fees from third parties for late payments or returned items.
- You can cancel a transfer request after it has been submitted in Online Banking as long as you do so on or before the date you scheduled your transfer and before our cutoff time.

**Charges.** There is no fee for Online Banking. However, you may incur charges for certain self-service functions such as check orders and stop payment requests. Please refer to this Agreement, our Deposit Agreement and our Fee Schedule for fee information. While we do not charge for the delivery of online banking alerts, please be advised that data charges or rates may be imposed by your carrier.

**Computer Specifications.** To use our Online Banking services, you must obtain and maintain, at your expense, compatible hardware and software as specified by us. Your access to Online Banking may fail to connect or be interrupted or disconnected if you are not using a static I/P address. We may update the computer specifications from time to time without notice to you except as required by law. You can obtain a copy of the computer specifications for any electronic banking service from our Website.

We do not recommend the use of software which is not currently updated or maintained by the software developer because the software may contain security vulnerabilities. We recommend that you periodically update your operating system to help protect your financial information. We are not responsible for security incidents that may result from your failure to protect your system while using our Service.

**Additional Terms.** The terms in this Online Banking section serve to supplement the other terms in this Agreement and the Deposit Agreement. In the event of conflict or inconsistency between the terms of the Deposit Agreement, or any other agreement between you and us and the terms of this section of this Agreement, the terms of this section shall control, but only to the extent of such conflict or inconsistency.

## Online Bill Pay

Once you complete your Online Banking enrollment, you may add our Online Bill Pay service. Online Bill Pay allows you to make one-time or recurring payment(s) from your eligible linked account(s) to payees you select. Online 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 Online Bill Pay. Consult your Truth in Savings account disclosure for more information.

**Online Bill Payment Processing.** You authorize us to make payments **in the manner we select** from the following methods:

- Electronic transmission: Most payments are made electronically, either by ACH or single use virtual card payment.
- Paper check: This is a paper check drawn on your account. The Online Bill Pay service determines if payment can be made electronically or if payment will be made by paper check. This determination will appear in your Online Bill Pay display.

We may use non-affiliated third parties acting on our behalf to process Online Bill Pay transactions. These third-party processors may have access to your Personal information. These third-party processors may require you to agree to additional terms and restrictions before you can use Online Bill Pay.

**Scheduling of 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 delivered to and processed by the payee. Scheduled recurring payments that fall on a weekend or non-Business day will be processed the **prior** Business day. You can select if you want the payment to process on the **next** Business day instead of the prior Business day when you set up the recurring payment.

For payments made by electronic transmission, the payment amount is deducted from your Available balance on the payment date. If we are unable to complete an electronic bill payment because you don't 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. Be sure you 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, or other fees from third parties.

For payments made by personal check, the check is deducted from the Available balance of the account you designated when the check is presented to us for payment, which will likely occur after the scheduled payment date. Since we can't predict the exact date that a personal check will be presented to us for payment, you should maintain a sufficient Available balance in your account until the payment 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.

To stop an Online Bill Pay payment, you must log into Online Banking, select the Bill Pay tab and stop the payment before the payment date. After the payment date, you cannot stop an electronic Online Bill Pay payment. You may be able to stop a paper check Online Bill Pay payment. You have to contact us to place a stop payment order and you may be charged a Stop Payment Fee. Please refer to the Deposit Account Agreement for additional details regarding stop payments.

**eBill Feature.** eBill is a feature provided in Online Bill Pay that allows third party billers to provide your bill information through the eBill feature. 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.

**Pay a Person Processing.** Log into Online Banking, select the Online Bill Pay tab, then select the Pay a Person tab. 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. To Pay a Person you will first be required to set the recipient up as a payee.

- To pay a person using the recipient's email address or mobile number:
  - Input the email address or mobile phone number for the person (the "recipient") you wish to send a payment to and set up a keyword for the recipient. You should share this keyword with the recipient in a safe and secure manner.
  - You will be prompted to receive an activation code. The activation code is sent to you via email or text or automated call, which you may select from the options presented.
  - The recipient will receive an email or text alerting them that you want to send them money. The recipient must follow the link contained in the email or text to access the site and input the keyword correctly. The recipient will then enter the recipient's account information.
  - Once a recipient is set up, they will be listed as a payee and you will be able to initiate a payment to them.
  - You should accurately enter information. An error by you in the email address or mobile phone number is not an unauthorized transaction. An error by the recipient in entering account information is not an unauthorized transaction.
  - Failure by the recipient to retrieve the payment may result in the payment being canceled. If the payment is canceled, the funds will be returned to you within two Business days after the payment is canceled.

- You may be able to stop a payment if the payment has not yet processed. You should contact us.
- Using routing and bank account information:
  - You will be required to input information about the recipient including their routing number and bank account number.
  - An activation code is required for each new recipient you set up. The activation code is sent to you via email or text or automated call, which you may select from the options presented.
  - Once a recipient is set up, they will be listed as a payee and you will be able to initiate a payment to them.
  - The transaction will be reflected in your Available balance the day you schedule the transaction. The transaction may not post to the recipient the day you schedule the transaction.
  - You should accurately enter the account information. An error by you when entering inaccurate account information is not an unauthorized transaction.
- Issuing a check:
  - When you issue a check to pay a person, it may take up to 2-3 days for the check to be processed and placed in the mail. Delivery to the payee is based on the delivery schedule of the postal service.
  - Check payments will be debited from your account when the check is presented to us for payment, which will likely occur after the scheduled payment date.
  - Since we can't predict the exact date that a personal check will be presented to us for payment, you should maintain a sufficient Available balance in your account until the payment 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 checks.
- Daily and transaction limits apply: To inquire about specific limits, contact us by phone or email.
- If we are unable to complete a payment to a person because of insufficient funds in your Available balance, we will continue to attempt to process the payment until you have sufficient funds in your Available balance or until you delete the order to pay. Make sure you have sufficient funds in your Available balance when you request a payment to a person. You may be subject to overdraft or non-sufficient funds (NSF) fees if funds are not available, or other fees from third parties for late payments or returned items.

Pay a Person is an Online Bill Pay feature and is subject to all the terms and conditions of Online Bill Pay.

**Reliance on Identification Numbers.** If an instruction or order to transfer funds describes the payee to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a payee different from the named payee. If instructions or order to transfer funds describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification number of the financial institution.

**Erroneous Payment Orders.** We have no obligation to detect errors you make in payment orders (e.g., an erroneous instruction to pay a payee not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate payment order previously sent by you.) If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order. You could lose the funds if you provide incomplete or inaccurate information.

**Bill Payment Errors.** If you made an error with a bill you paid using our Online Bill Pay, let us know immediately. Our bill pay provider will work with you to attempt to recover your funds. **There is no guarantee that any funds will be recovered.**

Recovery Options:

- ACH Reversal: This is an attempt to automatically retrieve the funds from the receiving account. This option is available up to five Business days after the paid date of the payment. The fee is \$60 per transaction. An outcome is received from our bill pay provider within seven Business days.
- ACH Recall: This is an attempt to manually request the funds back from the receiving financial institution. This option is available six or more days after the paid date of the payment. The fee is \$110 per transaction. An outcome is received from our bill pay provider within 14 Business days.

**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 an 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.

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

**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 transactions.

**Additional Terms.** The terms in this section serve to supplement the other terms in this Agreement and the Deposit Agreement. In the event of conflict or inconsistency between the terms of the Deposit Agreement, or any other agreement between you and us and the terms of this section of this Agreement, the terms of this section shall control, but only to the extent of such conflict or inconsistency.

## Mobile Banking

Mobile Banking for purposes of this Agreement is the use of an application on your Mobile device to access your available account information, make payments to eligible payees, review posted and in-process transactions and perform such other functions as provided. Your transaction history is stored for a limited amount of time. To use Mobile Banking, you must first enroll in and maintain enrollment in Online Banking. To make payments to eligible payees, you must enroll in and maintain enrollment in Online Bill Pay. In order to use Mobile Banking, you must properly follow the instructions for installing the application on your Mobile device. You may be required to accept or acknowledge other terms, provisions, or conditions provided by a third party or by us at the time you install the application and in order to use certain features or functionality of Mobile Banking. Such terms and conditions constitute a part of this Agreement. If you cancel Online Banking or if this Agreement is terminated, it will result in the cancellation of your Mobile Banking service.

**Security.** We reserve the right to impose reasonable requirements to maintain the appropriate level of security for our Mobile Banking application. You agree to abide by such requirements. You should implement and follow your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any data owned by you, which includes such data containing your personally identifiable information, and that your failure to do so could compromise the security of your information.

When you give someone your Credentials, you are authorizing that person to use the Service. When you give someone your Mobile device that contains your Credentials, you are authorizing that person to use the Service. You will be responsible for all transactions that a person who was given your Credentials or your Mobile device performs while using the Service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions.

**Access.** You may be unable to access Mobile Banking for technical reasons. Regardless of the cause of the technical problem, we will in no way be liable to you if you are unable to access Mobile Banking. Please contact us by phone for assistance.

**Mobile Device Specifications.** In order to utilize Mobile Banking, you must obtain and maintain, at your expense, a compatible device. You must download the mobile application from the applicable app store for your device and meet the specifications indicated there. It is important to be sure you maintain the most updated version of the mobile app software to ensure the best performance. BETA versions of device operating software in development and new upgrades provided by other software providers can impact the availability and stability of Mobile Banking. We are not liable for these interruptions to Mobile Banking. If you obtain a new or different mobile device you will be required to download and install our Mobile Banking app to that device.

**Display of Account Balances.** Our Mobile Banking app displays different balances for your account. On the account listing screen, we display your Current balance. When you view a specific account, we display your Available balance and the detail of any overdraft limit balance and/or eligible line of credit availability, if applicable, which are then added together for the total. Please refer to the *Available Balance and Posting Transactions* and the *Overdraft Service* sections in the Deposit Agreement for additional information.

**Charges.** There is no fee for Mobile Banking. However, you may incur charges from your mobile service carrier or other unaffiliated service providers for data usage, text messages, or other services. Please consult your mobile service carrier.

**Additional Terms.** The terms in this section serve to supplement the other terms in this Agreement and the Deposit Agreement. In the event of conflict or inconsistency between the terms of the Deposit Agreement, or any other agreement between you and us and the terms of this section of this Agreement, the terms of this section shall control, but only to the extent of such conflict or inconsistency.

## Mobile Card Control

Mobile 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 mobile app. 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.

**Required Mobile Banking Application.** You must access Mobile card control within our mobile banking 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 use mobile card control. If you obtain a new or different Mobile device, you must re-enroll in mobile card control.

**Security.** We reserve the right to impose reasonable requirements to maintain the appropriate level of security for our mobile banking application. You agree to abide by such requirements. You should implement and follow your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any data owned by you, which includes such data containing your personally identifiable information of any individual, and that your failure to do so could compromise the security of your information.

**Service Cancellation.** You must contact us by phone to un-enroll your card(s) from mobile card control.

**Charges.** There is no fee for mobile card control. However, you may incur charges from your mobile service carrier or other unaffiliated service providers for data usage, text message, or other services. Please consult your mobile service carrier.

**Additional Terms.** The terms in this section serve to supplement the other terms in this Agreement and the Deposit Agreement. In the event of conflict or inconsistency between the terms of the Deposit Agreement, or any other agreement between you and us and the terms of this section of this Agreement, the terms of this section shall control, but only to the extent of such conflict or inconsistency.

## Mobile Wallet and Digital Card Numbers

A Mobile Wallet is a virtual wallet that allows you to electronically store or electronically present your debit card, credit card, (collectively "card") or card number (digital card number) on a Mobile device to make card transactions. You may also use your digital card number for online transactions outside of your mobile wallet.

When you use your card with your Mobile device for transactions:

- Availability may be affected by your mobile carrier's coverage area, and your mobile carrier may charge you message and data rates, or other fees.
- Your card information is sent across wireless and computer networks.
- Information about your Mobile device may be transmitted to us.
- You should secure your Mobile device the same as you would your cash, checks, credit cards, and other valuable information. We encourage you to password-protect or lock your Mobile device to help prevent an unauthorized person from using it.
- Please notify us promptly if your Mobile device containing your digital card number is lost or stolen.

When you use your card with your Mobile device for transactions, third parties, such as merchants, card association networks, mobile carriers, mobile wallet operators, mobile device manufacturers, and software application providers may use and receive your digital card number and may receive information about your Mobile device.

If you have notified us that you DO want us to pay your ATM and everyday debit card transactions using your available overdraft limit balance, if applicable, those terms will apply to debit card transactions made through a Mobile device.

We may, at any time, partially or fully restrict your ability to make card transactions through a Mobile device. If you want to remove your digital card number from your Mobile device, follow the instructions from that mobile wallet provider and if you need further assistance, contact us.

## Mobile Remote Deposit Capture

Mobile Remote Deposit Capture (mRDC) is designed to allow you to make deposits to your eligible checking, savings, or money market accounts via your Mobile device. mRDC allows you to create and submit digital check images to us for deposit to your deposit account(s) that have been activated on your mRDC. We retain the right to either approve, deny or revoke your use of mRDC at our sole discretion.

**Required Mobile Banking Application.** You must enroll in mRDC within our Mobile Banking 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 mRDC deposit.

**Security.** We reserve the right to impose reasonable requirements to maintain the appropriate level of security for our Mobile Banking application. You agree to abide by such requirements. You should implement and follow your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any data owned by you, which includes such data containing your personally identifiable information of any individual, and that your failure to do so could compromise the security of your information.

**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 mRDC. You may not use mRDC 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 mRDC 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 mRDC with your signature and the endorsement “For MOBILE Deposit Only, United Bank” or any other endorsement that may be required by us. You agree to follow any and all other procedures and instructions for use of mRDC as we may establish from time to time.

**Receipt of Items.** We reserve the right to reject any item transmitted through mRDC, 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 mRDC are not subject to the funds availability requirements of Regulation CC. We will hold the funds for up to seven Business days from the date of deposit. In some instances, funds may be available sooner than seven Business days based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience history, and such other factors as we, in our sole discretion, deem relevant. Generally, if the funds from your deposit will be available later than the time shown above, we will mail or deliver the 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. The cutoff time for deposits is displayed in mRDC.

**Disposal of Transmitted Items.** You agree to retain each check you transmit or attempt to transmit using mRDC services for at least 45 calendar days from the date of the image transmission or attempted transmission. After that 45-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. During the time the retained check is available, you agree to promptly provide it to us upon request.

**Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits that you may transmit using mRDC 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 mRDC 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.

**Errors.** You agree to notify us of any suspected errors regarding items deposited through mRDC immediately, and in no event later than 60 days after your account statement was mailed or made available to you. Unless you notify us within 60 days, such statement regarding all deposits made through mRDC shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

**Charges.** There is no fee for mRDC services. However, you may incur charges from your mobile service carrier or other unaffiliated service providers for data usage, text messages, or other services. Please consult your mobile service carrier.

**Limitations of Service.** When using mRDC 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. The mRDC service has an eligibility requirement, and we reserve the right to change the eligibility requirements at any time without notice. We reserve the right to change, suspend or discontinue the service, in whole or in part, or to terminate your use of mRDC, in whole or in part, immediately and at any time without notice to you.

**Errors in Transmission.** By using mRDC 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 mRDC must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the items 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 mRDC to make deposits into any of your eligible accounts with us. The initial set up of your mRDC will only give you access to make deposits in one account, the account you provided as your account number in the initial set up. You may add other accounts to the mRDC service by contacting us or through our mobile app.

**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 mRDC 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 mRDC, including by providing, upon request and without further cost, any originals or copies of items deposited through mRDC 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 mRDC service, associated content, technology, and website(s). Your use of the mRDC service 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 mRDC service. Without limiting the restriction of the foregoing, you may not use the mRDC service: (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 mRDC service.

**Additional Terms.** The terms in this section serve to supplement the other terms in this Agreement and the Deposit Agreement. In the event of conflict or inconsistency between the terms of the Deposit Agreement, or any other agreement between you and us and the terms of this section of this Agreement, the terms of this section shall control, but only to the extent of such conflict or inconsistency.

## Text Messaging Service

Our Text Messaging Service is designed to allow you to communicate with us via text message. By clicking on Text Banking in the mobile app and completing the enrollment process or by texting ENROLL to 800-658-0899, 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).

Our text messaging service allows you to check account balances and account history for enrolled accounts 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 customer service by texting any of our published numbers including the dedicated 800 number for text alerts with basic questions during our normal business hours.

**Automated Account Requests.** Account requests are initiated by you via text command and our system automatically responds via text.

You may use our Text Banking service to:

- BAL- Receive a text containing your Available balance(s) for enrolled account(s)
- HIST- Receive a text containing account activity for enrolled account(s)
- XFER- Transfer funds between linked accounts
- ENROLL- Enroll in text banking services
- STOP-Discontinue text banking services

**Account Notifications.** Account notifications are a standard set of alerts that we may send to you via text message. These alerts may be controlled by you via our mobile app or by contacting us. Types of available alerts include:

- Daily Balance- This alert sends your daily Available balance on a specific account selected.

- Monthly Balance- This alert sends your Available balance once a month on a particular day for a specific account selected.
- Balances Above/Below- This alert lets you know when your Available balance falls below or goes above the amount you select for a specific account based on the timeframe you select.
- Transaction Alerts- These alerts notify you when card transactions are applied to your account over a specific amount for a specific account selected.

**Other Account Alerts.** We may occasionally use text alerts to notify you of specific circumstances regarding your account or the Bank. Types of available alerts may include:

- Reminder of an upcoming payment due date or late payment on a loan or credit card
- Suspicious transaction verification
- Notification of holiday or emergency bank office closures or changes in operating hours
- New products or services available

**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 via our mobile banking app. 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 services at any time by texting ENROLL or re-enrolling via our mobile app.

**Delivery of Text Messages.** You can select when to receive your account notifications. Other account alerts will be sent in accordance with applicable laws. We make no guaranties or representations as to how quickly the Text Banking service 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 quantity of alerts you may receive and the quantity of requests you make. Text Banking may not be available for all account types. Text Banking may not be accessible or may have limited utility over some network carriers. In addition, Text Banking may not be supported by your mobile device. 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 able to send or receive SMS messages. We may discontinue Text Banking at any time without notice to you.

**Access.** You may be unable to access Text Messaging for technical reasons. Regardless of the cause of the technical problem, we will in no way be liable to you if you are unable to access Text Messaging. Please contact us by phone for assistance. If you obtain a new mobile phone number, you will need to update your text messaging number either within the mobile app or by contacting us.

**Mobile Device Specifications.** You must have an in-service Mobile device that is enabled to send and receive text SMS messages.

**Charges.** There is no fee for Text Messaging service. However, you may incur charges from your mobile service carrier or other unaffiliated service providers for data usage, text messages, or other services. Please consult your mobile service carrier.

**Control of Your Device.** You should not give your Mobile device to anyone. Your Mobile device may contain your account information or provide open access to your account to the person in possession of your device. If your Mobile device is lost or stolen, contact us immediately by phone.

**Additional Terms.** The terms in this section serve to supplement the other terms in this Agreement and the Deposit Agreement. In the event of conflict or inconsistency between the terms of the Deposit Agreement, or any other agreement between you and us and the terms of this section of this Agreement, the terms of this section shall control, but only to the extent of such conflict or inconsistency.

## Electronically Delivered Statements and Notices

When you enroll in the Service, you agree to receive your periodic account statements and account notices (“account document”) electronically unless you opt out of our Electronically Delivered Statements & Notices service (“estatements”). You must provide us with a valid email address for electronic delivery of your account documents.

**Delivery of Account Documents.** You will receive a notification email when an account document is available. To view your account document, you must log in to the Service. If your email is returned undeliverable, we will mail your account documents to you and you may incur a fee. We may, at our sole discretion, suspend the Service until you provide us with a valid email. Some account notices may continue to be delivered via US Mail. Not all account notices are provided by electronic delivery. 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.

**Account Statements Available.** You can view your account statement for the first statement cycle occurring after your enrollment in estatements. You will not be able to view account statements prior to your enrollment in estatements. Access to account statement history may vary by account type. Account statements are stored in the estatements system for a limited amount of time. All electronic account statements are in a format that may be saved to your hard drive or printed. Once you enroll in the Service, unless you opt out of estatements, we will no longer mail your account statements. Statements are available for a maximum of three years. If you close your account or remove estatements from your Service, you will not be able to view your account statements online. Before closing your account or canceling estatements, you should print or electronically save copies of your account statements for your records.

**Review of Periodic Account Statements.** You must promptly access and review your account statements and any accompanying items upon receipt. If you notice any errors, unauthorized transactions, or any other irregularity you should notify us immediately. In any event, you must notify us of any error, unauthorized transaction, or any other irregularity in your statement, items or account within 60 days from the date of the notification email alerting you that your statement is available. If you allow someone else to review your statement, you are solely responsible to report errors, unauthorized transactions or other irregularities regardless of who reviewed your statement. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the estatement email notification date regardless of when you access and/or review your statement.

**Device Specifications.** In order to receive estatements, you must meet the device specifications provided above for either online or mobile banking. You must also maintain an updated version of a PDF reader software such as Adobe.

**Termination of Estatements.** You may discontinue estatements at any time within your online or mobile banking. We may terminate your estatements service at any time 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.

**Change of Email Address.** You agree to immediately notify us if you change your email address or if your email address is compromised. You can update your email address in Online Banking, send us a secure email via the online message center, write to us at PO Box 1337, Zebulon, Georgia 30295, or contact us by phone.

**Additional Terms.** The terms in this section serve to supplement the other terms in this Agreement and the Deposit Agreement. In the event of conflict or inconsistency between the terms of the Deposit Agreement, or any other agreement between you and us and the terms of this section of this Agreement, the terms of this section shall control, but only to the extent of such conflict or inconsistency.

## Special Terms for 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 Non-consumer accounts.** If you use the Service 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 Non-consumer account in the Service, 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 usernames, 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 Service.

## General Provisions

**Communications.** By enrolling in the Service you agree to receive all communications via email at the address you provided. Any legal notices or disclosures about your Eligible Account that would normally accompany your paper account statement, or that we would mail to you may be delivered to you electronically. We are not responsible for statement non-delivery if you do not maintain a valid email address. You agree that you have the appropriate systems requirements and computer specifications in order to receive texts, emails, access Online Banking, Mobile Banking and to review documents, including statements and other legal notices.

**Fees.** Except as otherwise provided in this Agreement or your applicable account agreements and Fee Schedule, there is no monthly service charge for the Service. However, depending on how you access the Service 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 as per our posting order.

**Security Measures.** We will use commercially reasonable security measures to maintain an appropriate level of security over access to the Service, and the information contained in your statement and available through channels that deliver the Service. You may electronically acknowledge and agree to any and all terms of this Agreement. You agree that verification of your Username, 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 Service is a sufficient and reasonable security measure.

We have no control over the persons who have access to your Personal information, Mobile device, or other device that can be used to access or make changes to the Service. We are not liable for any compromise of your Personal information or Unauthorized access to your personal computer or Mobile device or to the information maintained on your computer or Mobile device, including your Personal information. You are responsible to initiate and maintain adequate procedures to prevent Unauthorized access to the Service and/or compromise of your personal computer or Mobile device, including your Personal information.

Industry standards for electronic technology are constantly changing and new standards are being developed. You acknowledge by enrolling in or utilizing the Service that there are risks to the electronic delivery, transmission, or viewing of your account information, including but not limited to:

- Delay or failure due to technical difficulties,
- Weather conditions,
- Matters beyond our reasonable control, or
- Alteration of bank statements by third parties in spite of our reasonable security measures.

By enrolling in or utilizing our Service, 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 Service, the content that may be viewed and accessed by use of the Service and our security measures in reaching this conclusion.

**Password.** Upon enrolling in the Service, we will provide you with a temporary password via email. You will be required to change your temporary password to a Password that meets our security standards. We have no access to the Password you create.

**Username.** Your Username is a unique set of characters we assign and email to you. You have the option to assign an alias as your Username; you do so at your own risk. You should not assign an alias that you use on any other website or mobile application. You should create a unique alias for the Service.

**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 Service. If you suspect that your Personal information has been compromised, contact us immediately by phone.

The following are guidelines regarding your Credentials:

- **Use strong passwords:** Longer passwords are stronger passwords. Use abbreviated passphrases instead of typical passwords. Replacing letters with number and/or symbols and using a mix of cases also help increase the strength of a password. Example of abbreviated passphrase: "I Love Banking at United Bank since 2004" can be abbreviated to "iLb@UB2004". You should not use personally identifiable information in your Password such as social security number or date of birth.
- **Change passwords on a regular basis:** Changing your Password may help protect your account(s) in the event your Credentials are compromised. Periodically you may be prompted to update your Password.
- **Use different Usernames and passwords for different online accounts:** We highly recommended you use unique Usernames and Passwords for any login you create. One of the most common ways for your online banking accounts to be compromised is your Credentials being acquired from less secure, non-financial online accounts or services. At a minimum, you should use unique Credentials for the Service that are not used by you on any other online service.

You are responsible for limiting the use of your Credentials beyond our Service 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 Username 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 Service. If you suspect that your Credentials have been compromised, contact us immediately by phone.

**Control of Your Device.** You should not give your Mobile device or other device containing access to the Service to anyone. Your Mobile device or other device containing access to the Service may contain your Credentials, account information, and/or provide open access to your account to the person in possession of your device. If your Mobile device or other device containing access to the Service is lost or stolen, contact us immediately by phone.

**Privacy.** All information gathered from you in connection with using our Service will be governed by our Privacy Policy. A copy of our Privacy Policy can be found on our Website.

**Disclosure of Account Information.** We may disclose information to third parties about you or your transaction when it is necessary for completing transactions using the Service, or to investigate a problem related to the Service; to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; to comply with government agency or court orders, or in connection with fraud prevention or an investigation; if you give us your permission; with our affiliates as permitted by law; or on a closed account if we believe you have mishandled it.

**Disclaimer of Warranties.** YOU AGREE YOUR USE OF THE SERVICE 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 SERVICE, 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 SERVICE: (i) WILL MEET YOUR REQUIREMENTS; (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE 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 SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE WERE INFORMED OF THE POSSIBILITY THEREOF.

**Participating Rights.** You agree to waive and release any claims against us arising out of or in any way related to use of the Service, except for those claims resulting solely from grossly negligent acts or omissions by us. Please contact us by phone for all questions regarding the Service during business hours. You may also email us. Please provide the account name and your email address in your communications with us. Do not provide Personal information in an email.

**Agreement to Receive Communications via Electronic Delivery.** By enrolling in the Service, 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). We may also continue to send you communications via regular mail. Communications include but are not limited to bank 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.

**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.

**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 Service, 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.

**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.

**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.

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

**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.

## **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 THE SERVICE 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 SERVICE (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 the Service, 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 enroll in the Service. No change to the Service, or 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 Service 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 is an Authorized representative for the account, and their respective heirs, successors, representatives and beneficiaries (including pay-on-death and similar beneficiaries); and (c) the term "**Service**" includes any Service provided by United Bank as contemplated by this Agreement and any update or substitute of the Service for the same account, regardless of a change or modification to the Service, this Agreement, or termination or reinstatement of the Service.

(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, the Service, your account, , any card linked to the Service, 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](http://www.adr.org); JAMS, 1201 W Peachtree, NW, Suite 2650, Atlanta, GA 30309, [www.jamsadr.com](http://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.

## Glossary

**Access device:** Means a card, code or other means of access to a consumer's account, including a mobile application, or any combination thereof (including username and password) that may be used by the consumer to initiate electronic fund transfers.

**Authorized representative:** A person with authority (actual or apparent) to take action or make decisions with respect to an Eligible account or the Service. 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 Service, 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 Service.

**Available balance:** Our most current record of the amount of money in your account available for your use or withdrawal. See Account Deposit 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:** A natural person (not a business or other entity) with an Eligible Account for which the Service is requested primarily for personal, family, or household purposes.

**Credentials:** Your Username and Password used to access the Service.

**Current balance:** The ending daily balance from the prior Business day's nightly processing.

**Eligible account:** Each United Bank product that you own or have authority over that is accessible through the Website. 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.

**Mobile Banking service:** Each of the Services that are accessible through our mobile app.

**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 service:** Each of the Services that are accessible through a browser.

**Password:** This is the password that you create to access the Service.

**Personal information:** Your Credentials, your birthdate, your social security or EIN number, your inquiry code, your address, and your email address.

**Service:** All Online Banking, Mobile Banking, Online Bill Pay, Mobile Card Control, Mobile Wallet and Digital Card Numbers, Mobile Remote Deposit Capture, Text Messaging Service, and Electronically Delivered Statements and Notices, plus all the Eligible accounts you can access via the Website after entering into this Agreement. We may add, remove, or make changes to the Service.

**Unauthorized access:** Access that did not occur using your Credentials. Any access using your Credentials is authorized access.

**Username:** This is the username you use to login to the Service; this may be an alias you assigned.

**Website:** The term Website includes all United Bank Online Banking and Mobile Banking services and all other web pages maintained by us and accessible through [www.accessunited.com](http://www.accessunited.com), the United Bank mobile app, and any other United Bank website or web pages you can access only after you or an Authorized representative enter into this Agreement. Website does not include any United Bank website with its own separate agreement governing online access.