

## Electronic Banking Agreement

This Agreement covers all Electronic Banking Services offered by United Bank. "Electronic Banking Services" includes online banking, online bill pay, mobile banking, mobile deposit capture, text banking, and electronically delivered statements. United Bank may discontinue any of these services at any time. See the terms in this agreement.

### General Terms of Electronic Banking

**1. Contact Information.** Our mailing address is United Bank, c/o Electronic Banking, P.O. Box 1337, Zebulon, Georgia 30295. Our email for Electronic Banking services is [ebanking@unitedbank.net](mailto:ebanking@unitedbank.net). Our phone number for Customer Service is (770) 567-7211, available 7 days a week from 7:00 a.m. to 11:00 p.m. EST.

**2. Enrollment.** This Electronic Banking Agreement (EBA) is made as of the date you first enroll in United Bank Electronic Banking services. You enroll in United Bank Electronic Banking services and you agree to the terms and conditions contained in this EBA by clicking "I agree" at the bottom of this document. You should save this EBA to your computer or print it for your records. Your Electronic Banking services will not be activated until you agree to the EBA. The terms and conditions in the EBA supplement our Deposit Account Agreement and Disclosures ("Deposit Agreement") and any other agreements between United Bank (the "Bank", "we", "our", or "us") and you ("Customer", "you" or "your"). If there is a conflict between the EBA and another agreement between you and us, to the extent that the terms conflict, the EBA supersedes such other agreement. It may take up to 5 (five) calendars days after enrollment before your services are activated.

**3. Agreement to Receive Communications via Electronic Delivery.** By enrolling in Electronic Banking services you agree that we may send all communications on your account(s) via electronic delivery to the email address where you received the EBA. We may also continue to send you communications via regular mail. Communications include but are not limited to bank statements, check images, 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 an address on the Internet where the communication is posted and where you can read and print it.

**4. Change in Terms.** We reserve the right to modify the EBA at any time. You will be notified as soon as possible when any changes are made that materially affect your rights adversely. Notifications will either be mailed or delivered to you electronically, at our sole discretion. Changes to the EBA will be effective immediately after we make them, unless applicable law requires us to provide you with advance notification. If advance notification is required, those changes will be effective immediately after advance notice has been issued or upon the date stated in such notice, as required by applicable law. If the changes would result in any increased fees or liability to you that has not been previously disclosed under the terms of the Deposit Agreement, and/or the Truth in Savings disclosure, we agree to provide notice at least thirty (30) days prior to the effective date, if required. You may obtain a copy of any current agreement by calling us at (770) 567-7211 or by written request to United Bank, c/o Electronic Banking, P.O. Box 1337, Zebulon, Georgia 30295.

**5. Termination of EBA and Electronic Banking Services.** If we send you an email and your email is returned undeliverable, the EBA will be terminated. It is your duty to promptly notify us if there are changes to your email address. If your online banking ID, mobile banking ID, text banking ID or other Electronic Banking service ID is not used for 90 days or more, the EBA will be terminated.

If the EBA is terminated, we may elect, in our sole discretion, to turn off your Electronic Banking services. If the EBA is terminated, we may require you to re-enroll before your services are reinstated. If the EBA is terminated or your Electronic Banking services are terminated (either by us, you, or an event uncontrollable by us or by you) you may incur account charges. Communications, including statements, which were previously delivered electronically, will not be mailed to you. You may order copies of past statements by calling (770) 567-7211. Our normal copy fees will apply.

In addition, we may terminate the EBA or any agreement under which you enrolled in Electronic Banking services at any time without notice. You may terminate Electronic Banking services or the EBA with notice to us. Your termination will be effective after we have a reasonable opportunity to act on it. Electronic Banking is a convenience that we provide to you and is not a static account feature. We reserve the right to refuse Electronic Banking services to any customer. Electronic Banking carries risk for you and for us. We will not be liable to you for any fees or damages you incur due to termination of an EBA or termination of any Electronic Banking service. We are not obligated to offer Electronic Banking services. We will not be liable to you if we stop offering Electronic Banking services.

There are events that are uncontrollable by us or you that may interrupt your Electronic Banking services. These events include but are not limited to power outages, Internet service outages, mobile tower outages, government shut down, natural disasters, and acts of God. If one of these uncontrollable events occur you may not be able to use any Electronic Banking services. In addition, the continued interruption of service may cause us to terminate all Electronic Banking services and the EBA.

**6. Monthly Service Charges and Other Fees.** Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for Electronic Banking services. However, depending on how you access Electronic Banking services you might incur charges for wireless carrier fees, Internet service provider fees, normal account fees and service charges, purchase of computer programs, payments or transfers made in excess of transaction limitations (see your account disclosures). In addition fees may be assessed for added self-service features available through an Electronic Banking service, such as stop payment requests. An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled, or in the case of a personal check, on the date when the check is presented to us for payment.

**7. Security Measures.** We will use commercially reasonable security measures to maintain an appropriate level of security over the information contained in your statement and available through channels that deliver Electronic Banking services. You may electronically acknowledge and agree to any and all terms of the EBA. We have no control over the persons who have access to your personal computer, tablet or mobile device. We will not be liable for any unauthorized access to your personal computer, tablet or mobile device or to the information maintained on your computer, tablet or mobile device, including your personally identifiable information. You are responsible to initiate and maintain adequate procedures to prevent unauthorized access to your personal computer, tablet or mobile device or unauthorized use of your electronic or other files, including your personally identifiable information. The industry standards for electronic technology are constantly changing and new standards are being developed. You acknowledge by enrolling in or utilizing Electronic Banking services 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 Electronic Banking services, you represent to us that you have considered our security measures and find these security measures to be commercially reasonable. You should consider the content of your statements, the risks associated with the electronic delivery of all notices including your statement, the content that may be viewed and accessed by use of Electronic Banking services and our security procedures in reaching this conclusion.

**8. Protecting Your Login ID.** You are responsible for the confidentiality of your User ID(s) and password(s). You should not give your User ID(s) and/or password(s) to anyone. We ask for your User ID(s) and password(s) to verify your identity and authority to act on your account. If you give your User ID(s) or password(s) to someone, that person can gain access to your account and your personal information. If you suspect that your User ID(s) or password(s) has been compromised, contact us immediately at (770) 567-7211.

**9. Control of Your Device.** You should not give your mobile phone, tablet or other Internet accessible device (collectively "device") to anyone. Your device may contain your account information or provide open access to your account to the person in possession of your device. If your device is lost or stolen, contact us immediately at (770) 567-7211.

**10. Reporting Unauthorized Transactions and Error Resolution. (Applicable Only to Consumer and Sole Proprietor Accounts)**

- *Electronic transactions include online banking transactions, mobile banking transactions, mobile remote deposit capture transactions, and SMS (text) transactions.*
- Reporting:
  - Please contact us immediately 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 discovered your Online Banking passcode, or has come into possession of your device; (iv) someone has transferred or may transfer money from your account without your permission; or (v) a bill payment transaction was made without your authorization.
  - We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. If you tell us verbally, we may require you to send us your complaint or question in writing or via email within ten (10) days.
  - When you contact us, please provide the following information: (i) your name and account number; (ii) the date and dollar amount of the transaction in question; (iii) the name of the Payee if the transaction is a payment; (iv) the transaction number assigned by Online Banking, if available; and (v) a description of the transaction you have a question about. You will need to explain as clearly as you can why you believe there is an error or why you need more information.
  - We will tell you the results of our investigation within ten (10) business days after we hear from you (20 days if the error involved a new account), and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question (90 days if the error involved a new account). In this case, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you have 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 your letter in 10 business days, we reserve the right not to provisionally credit your account. If we conclude there was no error, we will send you a written explanation within three (3) business days after we complete our investigation. You may request copies of documents that we used in our investigation. **Please note, if you are given provisional credit and we determine there was no error, we will reverse the provisional credit given. Reversal of a provisional credit may result in an overdraft of your account.**
  - You may call us at 770-567-7211. You can send us a secure message through online banking. You can write us at United Bank, Customer Service, P.O. Box 1337, Zebulon, Georgia 30295.
- Limitation of Liability on Electronic Banking Transactions:
  - Tell us at once if you believe your Online Banking passcode has been compromised, if your device has been compromised, or if someone has transferred or may transfer money from your account without your permission. The best way to minimize loss is to call us immediately. The unauthorized use of your Electronic Banking Services could cause you to lose all of your money in your accounts, plus any amount available to you under your overdraft protection plan, if applicable.
  - You have no liability for unauthorized transaction **only if you notify us within 60 days** after the statement showing the transaction has been mailed to you or otherwise delivered as agreed. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.
  - When you give someone your Online Banking ID and passcode, you are authorizing that person to use your service. When you give someone your device that contains your Electronic Banking information, you are authorizing that person to use your service. You will be responsible for all transactions that a person who was given your Online Banking ID and passcode or your device performs while using your Electronic Banking 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 Signer(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.
  - *Please note: These rules are established by Regulation E. Our liability policy regarding unauthorized debit card or ATM Card transactions may give you more protection. Please see the deposit agreement.*
- Our Liability for Failure to Complete Transactions: If we do not complete a 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 don't have enough available funds in your account (or available funds under your overdraft protection plan, if applicable), or credit to cover the transaction or transfer.
- If Electronic Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer.
- If circumstances beyond our control (such as fire, flood, natural disaster, or government shutdown) prevented the transaction or transfer, despite reasonable precautions we have taken.
- If there are postal delays or processing delays of the Payee.
- There may be other exceptions not specifically mentioned.

**11. Setoff.** Our rights of setoff granted under our Deposit Agreement remain in full force and effect. Our rights of setoff extend to transactions you complete using any form of Electronic Banking. Please consult the Deposit Agreement for our rights to setoff.

**12. Disclosure of Account Information.** We may disclose information to third parties about you or your transaction when it is necessary for completing transfers or bill payments, or to investigate a problem related to Electronic Banking services; 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.

**13. Joint Account.** If you have a joint account, each of you agrees that each joint-account holder shall have authority to receive communications at the email address(es) specified. You also agree that enrollment in Electronic Banking services by one of you is sufficient to enroll your joint account in Electronic Banking services. Each of you agrees that notice to any joint account holder shall be deemed to be notice to all joint account holders. Each joint owner agrees that he or she shall be jointly and severally liable for your accounts. We reserve the right to require written instructions from all joint account holders at our discretion. Each joint account holder should use their individually assigned user ID.

**14. Privacy.** All information gathered from you in connection with using Electronic Banking services will be governed by our Privacy Policy. A copy of our Privacy Policy can be found on our website at [www.accessunited.com](http://www.accessunited.com) at the bottom of the page under the Disclosures hyperlink.

**15. Participating Rights.** You agree to waive and release any claims against us arising out of or in any way related to use of Electronic Banking services, except for those claims resulting solely from grossly negligent acts or omissions by us. All questions regarding your Electronic Banking services should be directed to us during business hours at (770) 567-7211. You may also email us at [ebanking@unitedbank.net](mailto:ebanking@unitedbank.net). Please provide the account name and email address in your communications with us.

**16. Computer Specifications.** In order for you to utilize Electronic Banking services your device must be enabled to support the service selected. The hardware and software requirements for specific Electronic Banking services are detailed herein. We may update the computer specifications from time to time without notice to you except as provided herein. You can obtain a copy of the computer specifications for any Electronic Banking service from our website [www.accessunited.com](http://www.accessunited.com). We will give you notice of any change to the hardware and software requirements if the change will adversely affect your ability to access or receive account information, disclosures, and legal notices.

*Note: United Bank does not endorse the use of software which is not currently updated or maintained by the software developer because the software may contain security vulnerabilities. United Bank recommends that you periodically update your operating system to help protect your financial information. United Bank will not be held responsible for security incidents that may result from your failure to protect your system while using our electronic services.*

**17. Authorization.** You represent by enrolling in Electronic Banking services and agreeing to the terms of the EBA that you are authorized to do so either as an owner of the account or under the appropriate authorization from the account owner. You make this representation with the knowledge that it will be relied upon by United Bank.

**18. Linked Accounts.** Unless indicated otherwise by the context, "linked United Bank accounts" or "linked accounts" refers to all of your accounts with United Bank, 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 Online Banking ID or through one mobile phone number using a mobile banking application or via SMS (text). You may be able to link your business account(s) to your personal account(s). You may be able to link more than one business account to another business account or personal 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 business, 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 personal account to your business account, you agree and understand that users and Authorized Signer(s) on your business account may be able to access your personal account information. You agree to inform us if any change in authority occurs.

**19. 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.

**20. Modification.** This Agreement may be modified at any time by us. If we modify the terms of this agreement we will send you notice of the change if we are required to do so. You may not modify this Agreement without our written consent.

**21. 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.

**22. Disclaimer of Warranties.** YOU AGREE YOUR USE OF ELECTRONIC BANKING SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ELECTRONIC BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE ELECTRONIC BANKING SERVICES: (i) WILL MEET YOUR REQUIREMENTS; (ii)

WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (iv) THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**23. 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 ELECTRONIC BANKING SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE WERE INFORMED OF THE POSSIBILITY THEREOF.

**24. Arbitration and Class Action Waiver.** You and United Bank (the "Bank") agree that if a Dispute arises between you and the Bank, upon demand by either you or the Bank, the Dispute shall be resolved by the following arbitration process. The foregoing notwithstanding, the Bank shall not initiate an arbitration to collect a consumer debt, but reserves the right to arbitrate other disputes with its consumer customers. A "Dispute" is any unresolved disagreement between you and the Bank. It includes any disagreement relating in any way to Accounts, or matters; to your use of any of the Bank's banking locations or facilities; or to any means you may use to access the Bank. It includes claims based on broken promises or contract, torts or other wrongful actions. It also includes statutory, common law, and equitable claims. A Dispute also includes any disagreements about the meaning or application of this Arbitration Agreement. This Arbitration Agreement shall survive the payment or closure of your Account. **YOU UNDERSTAND AND AGREE THAT YOU AND THE BANK ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.** As the sole exception to this Arbitration Agreement, you and the Bank retain the right to pursue in small claims court any Dispute that is within the court's jurisdiction. If either you or the Bank fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

Either you or the Bank may submit a Dispute to binding arbitration at any time notwithstanding that a lawsuit or other proceeding has been previously commenced. **NEITHER YOU NOR THE BANK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as "Arbitration Administrator"); according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrator(s) must be a member of the state bar where the arbitration is held, with the expertise in the substantive laws applicable to the subject matter of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content, or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. You and the Bank (the "Parties") agree that in this relationship: (1) The Parties are participating in transactions involving interstate commerce; and (2) This Arbitration Agreement and any resulting arbitration are governed by the provision of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid. If any of the provisions of this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire Arbitration Agreement shall be unenforceable.

This Arbitration Agreement does not prohibit the Parties from exercising any lawful rights or using any other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisions or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court of competent jurisdiction. Any statute of limitations applicable to any Dispute applies to any arbitration between the Parties. The provisions of this Arbitration Agreement shall survive termination, amendment, or expiration of the relationship between you and the Bank.

Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of who prevails in the arbitration.

**25. Governing Law.** This Agreement is governed by Georgia law.

Please note: Our business days are Monday through Friday, excluding federal bank holidays.

#### **Online Banking**

**1. General Terms of Online Banking.** Online Banking services permit you to perform a number of banking functions through the use of a personal computer or other device which is enabled to access our Online Banking web address, on accounts linked to the service. Unless indicated otherwise by the context, "linked United Bank accounts" or "linked accounts" refers to all of your accounts with United Bank, 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. We may, at our sole discretion, limit your online access to an account.

**2. Accepting the Terms of Online Banking.** When you enroll, as defined in this EBA, or when you use any of the services described in this section, you agree to the terms and conditions of Online Banking. The terms and conditions of Online Banking supplement our Deposit Agreement and the EBA. If there is a conflict between the Deposit Agreement, the EBA, and the terms in this section, to the extent the terms conflict, the terms in this section will control.

**3. Online Banking Services.** To access all of the features and services offered by Online Banking, sign in directly through our web site at [www.accessunited.com](http://www.accessunited.com) from a personal computer or other device that has web access. Within Online Banking, you can also add optional services, such as Bill Payment. Please refer to this Agreement, your applicable account agreement or fee schedule for information on fees for optional services. You may use Online Banking to:

- Transfer funds between your linked accounts on either a one-time or recurring basis, including as payment to a linked credit card account or loan;

- View your current balance information for your linked United Bank accounts;
- Review available transactions for your linked accounts;
- Perform self-service maintenance such as re-ordering checks, viewing copies of paid checks, viewing copies of monthly checking or savings statements, stopping payment of checks, and changing your Online ID and Online passcode; and
- Send us secure online mail messages and questions regarding other United Bank service.

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.

**4. Bill Payment Services.** In addition to the Online Banking features listed above, our customers with eligible deposit accounts may also use the optional Bill Payment service. In order to use the optional Bill Payment service you must enroll in the service. Bill Payment allows you to make one-time or recurring payment(s) online from your eligible linked account(s) to companies or individuals (Payees) you select.

**5. Online Banking Alerts.** You may set up account alerts through Online Banking. Each account has different alert options. You can select which account alerts you want to receive. You must have a valid email address in order to receive account alerts. Alerts will be sent to the email address you have provided as your primary email address for Online Banking. If your email address changes, you are responsible for informing us of that change. While we do not charge for the delivery of alerts, please be advised that data charges or rates may be imposed by your carrier. We may add new alerts from time to time, or cancel old alerts. We 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 contents of an alert may be outdated by the time an alert is sent or received, due to other activity on your account or to 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. Anyone with access to your alerts will be able to view the contents of these messages.

#### **6. Processing of Online Transfers.**

- Immediate Transfers between eligible Deposit Accounts:
  - Transfers are immediately reflected in the available balance. However, the transfer may not reflect in your account information until the next business day.
  - Some account types cannot be set up to receive funds.
- Scheduled Transfers between eligible Deposit Accounts:
  - Transfers scheduled for a weekend or a non-bank business day will be processed on the **prior** bank business day. All other scheduled and recurring transfers will be processed from the funding account on the day requested.
  - Transfers are immediately reflected in the available balance. However, the transfer may not reflect in your account information until the next business day.
- Transfers from eligible Deposit Accounts to credit card, loan, or mortgage accounts:
  - Funds transferred as a payment to a credit card, loan, or mortgage account before 11:00 p.m. ET on a business day will be credited with the date the payment is submitted.
  - Funds transferred as a payment to a credit card, loan, or mortgage account on a non-business day or after 11:00 p.m. ET on a business day will be credited with the date of the next business day.
  - Updates to account balances, funds availability, and transaction posting may take up to 2 business days.
- An immediate transfer cannot be cancelled after it has been submitted in Online Banking. Future-dated and recurring transfers can be canceled prior to 11:00 p.m. on the bank business day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it.

*Please note: Our business days are Monday through Friday, excluding federal bank holidays.*

**7. Available Information** Limitations apply to the information you receive about your accounts. Your Available Balance is the amount of money in your checking account or savings account that is currently available for you. Your Available Balance includes all of your cleared and processing transactions. Keep in mind that transactions you have made but United Bank has not yet received need to be subtracted from your Available Balance for you to know the exact amount of money you have to spend or withdraw. Your Available Balance does not include the amount of a deposit not currently available (including holds). You may also view your Current Balance. Your Current Balance may be different from your Available Balance. Your Current Balance does not include: (i) any transaction that has not been processed by us (check, recurring debit card transactions, ACH); (ii) amount of deposit not currently available (including holds); and (iii) debit card transactions identified as authorized.

#### **8. Online Banking Bill Payment Processing.**

- Payments can be scheduled from most linked accounts and can be entered as a one-time transaction or a recurring transaction.
- Scheduled recurring payments that fall on a weekend or non-bank business day will be scheduled and processed the next day.
- You authorize us to make payments **in the manner we select** from the following methods:
  - Electronic transmission. Most payments are made by electronic submission.
  - Personal check. This is a check we draw on your account based on your authorization to do so under this Agreement and by your enrollment in Online Bill Pay.
- Scheduling of Bill Payments:
  - The date you enter for your payment date is the date your payment will be initiated. Please allow 2-3 days for electronic payments and 7-10 days for check payments to be delivered to the Payee.
  - For payments made by electronic transmission, the payment amount will be debited from, or charged to the account on the payment date. If the scheduled payment date is a weekend or non-business day, then the payment date will be the **prior** business day.
  - For payments made by personal check, the account you designate will be debited when the check is presented to us for payment which may occur, on or after the scheduled payment date.
  - If we are unable to complete an electronic payment because of insufficient funds in your account we will continue to attempt to process the payment until your account has sufficient funds or until you delete the order to pay. Please make sure funds are in your account when you request an electronic bill payment. Failure to have sufficient funds in your account may result in fees from third parties for late payments.

- As indicated above, some payments may be made by personal check. Since we can't predict the exact date that a personal check will be presented to us for payment, please make sure you have sufficient funds in your account when you schedule the delivery date and keep such funds available until the payment is deducted from your account. You may be subject to NSF fees if funds are not available or other fees from third parties for late payments or returned checks.
- In order to cancel a payment you must log into Online Banking Bill Payment and delete the payment. You may not delete a payment that is in process or has been processed.

*Please note: Some account types have withdrawal limitations which could result in a fee if used to initiate an online bill payment. Consult your account disclosures.*

*Please note: Our business days are Monday through Friday, excluding federal bank holidays.*

**9. Service Hours.** Online Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed on-line when you sign on to Online Banking. Our customer service agents are available 7 days a week from 7:00 a.m. to 11:00 p.m., excluding federal banking holidays. You may also write us at: United Bank, P.O. Box 1337, Zebulon, Georgia 30295.

**10. System Requirements.** In order to access Online Banking you need an Internet enabled device, which may be a personal computer, mobile device, tablet or other Internet enabled device using a supported browser. If the browser is not supported by us you will not be able to access Online Banking. As of November 2013 we currently support Internet Explorer 9.x and above, Mozilla Firefox, Apple Safari, Google Chrome, and Opera. Technology changes rapidly. If you are unable to access Online Banking please contact our Electronic Banking representatives at (770) 567-7211 for a list of the currently supported browsers and for other technical assistance.

**11. 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 the section shall control, but only to the extent of such conflict or inconsistency.

### Mobile Banking

**1. General Terms.** Mobile Banking for purposes of this Agreement is the use of an application on your mobile device to access your accounts with us. Subject to the terms and conditions of this Agreement, the Mobile Banking service allows you to use a mobile device to access available account information, to make payments to eligible payees, and to perform such other functions as provided. You are required to have an in service mobile device and provide us with your mobile phone number. In order to use the Mobile Banking service 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 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 the mobile banking service. Such terms and conditions constitute a part of this Agreement. If you cancel Online Banking or if the EBA is terminated, it may result in the cancellation of your Mobile Banking service.

**2. Available Information** Limitations apply to the information you receive about your accounts. Your Available Balance is the amount of money in your checking account or savings account that is currently available for you. Your Available Balance includes all of your cleared and processing transactions. Keep in mind that transactions you have made but United Bank has not yet received need to be subtracted from your Available Balance for you to know the exact amount of money you have to spend or withdraw. Your Available Balance does not include the amount of a deposit not currently available (including holds). You may also view your Current Balance. Your Current Balance may be different from your Available Balance. Your Current Balance does not include: (i) any transaction that has not been processed by us (check, recurring debit card transactions, ACH); (ii) amount of deposit not currently available (including holds); and (iii) debit card transactions identified as authorized.

**3. 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.

**4. Access.** You may be unable to access Mobile Banking services 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 services. Please contact our Customer Service center at (770) 567-7211 for assistance.

**5. Mobile Device Specifications.** As of November 2013, in order to download, install and use the Mobile Banking application you must have one of the following operating systems on your mobile device: iOS 5.0+, Android OS 2.2 Level 8+, or Blackberry OS 10+. Technology changes rapidly. If you are unable to access our Mobile Banking application please contact our Electronic Banking representatives at (770) 567-7211 for a list of the currently supported mobile device operating systems and for other technical assistance.

**6. Transfer to New Device.** If you obtain a new or different mobile device you will be required to download and install the Mobile Banking application to that new or different device.

**7. Charges.** There is no fee for Mobile Banking services. 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.

**8. 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 the section shall control, but only to the extent of such conflict or inconsistency.

## Mobile Remote Deposit Capture

**1. General Terms.** Mobile remote deposit capture services (mRDC) are designed to allow you to make deposits to your eligible checking, savings, or money market savings accounts from your mobile device. mRDC service allows you to create and submit electronic check images to us for deposit to your deposit account(s) that have been activated on your mRDC service. We retain the ability to either approve or deny your use of mRDC in our sole discretion.

**2. Required Mobile Banking Application.** You must obtain mRDC services within our mobile application. 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.

**3. 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.

**4. Ineligible Items.** You agree to scan and deposit only "checks" as that term is 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. You may not use your mRDC service to submit any of the following:

- Checks or items payable to any person or entity other than you (i.e. no third party checks) unless deposited into an account in the name of all payees;
- Checks or items payable to any commercial or business entity unless you are so authorized by the commercial or business entity;
- Checks or items drawn on foreign financial institutions or payable other than in US 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 or items dated more than six (6) months prior to the date of deposit;
- 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 the mRDC service 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 or items prohibited or not otherwise acceptable under the terms of your account.

**5. Endorsements and Procedures.** You agree to endorse each check transmitted through mRDC with your signature and the endorsement "For Deposit Only, United Bank Account # \_\_\_\_\_" whereupon you complete your account number for credit to after the # or any other endorsement that may be required by us. You agree to follow any and all other procedures and instructions for use of the mRDC service as we may establish from time to time. You must have linked your deposit account for credit with the mRDC in order to make a deposit in that account.

**6. Receipt of Items.** We reserve the right to reject any item transmitted through mRDC, at our 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.

**7. Availability of Funds.** You agree that items transmitted using mRDC are not subject to the funds availability requirements of Reg. CC. In general, if an image of an item you transmit through mRDC is received and accepted before 11:00 p.m. EST on a business day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day. Funds deposited using mRDC will generally be available in three (3) business days from the day of the deposit. We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. In some cases we may not make funds deposited using mRDC available in accordance with this general policy. Should this occur, a communication will be sent to you, informing you as to when your funds will be available. In the event we receive an item you transmit through mRDC where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time until the item is either paid or returned. In such cases we will notify you of this action.

**8. Disposal of Transmitted Items.** You agree to retain each check you transmit or attempt to transmit using mRDC services for at least forty-five (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.

**9. Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits that you may transmit using the mRDC service, 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, that 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. The deposit limits are available at [www.accessunited.com](http://www.accessunited.com).

**10. Presentment.** The manner in which any item transmitted through the mRDC service is cleared, presented for payment, and collected shall be in our sole discretion, subject to the Deposit Agreement governing the account in which the item is deposited.

**11. Errors.** You agree to notify us of any suspected errors regarding items deposited through the mRDC service right away, and in no event later than 60 days after the applicable United Bank account statement is sent. Unless you notify us within 60 days, such statement regarding all deposits made through the mRDC service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

**12. 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 message, or other services. Please consult your mobile service carrier.

**13. 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 the mRDC service, in whole or in part, immediately and at any time without notice to you.

**14. Errors in Transmission.** By using mRDC you accept the risk that an item may be intercepted or misdirected during transmission. United Bank bears no liability to you or others for such interception or misdirected items or information disclosed through such errors.

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

**16. Credited Account.** You may use mRDC to make deposits into any of your eligible United Bank accounts. The initial set up of your mRDC will only give you access to make deposits in one account, being the account you provided as your account number in the initial set up. You may add other accounts to the mRDC service by contacting our Electronic Banking team at (770) 567-7211 or via email [ebanking@unitedbank.net](mailto:ebanking@unitedbank.net).

**17. Your Promises and Indemnification.** You promise United Bank 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 in using mRDC services.

**18. 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 the mRDC service, including by providing, upon request and without further cost, any originals or copies of items deposited through mRDC service in your possession and your records relating to such items and transmissions.

**19. Mobile Device Specifications.** As of November 2013, in order to download, install and use the Mobile Banking application, which is required to use mRDC, you must have one of the following operating systems on your mobile device: iOS 5.0+, Android OS 2.2 Level 8+, or Blackberry OS 10+. Technology changes rapidly. Your device must be able to take a photograph and transmit a photograph via web interface. The quality of the photo must meet the specifications described herein. If you are unable to access our Mobile Banking application or mRDC please contact our Electronic Banking representatives at (770) 567-7211 for a list of the currently supported mobile device operating systems and for other technical assistance.

**20. Ownership and License.** You agree that United Bank retains 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.

**21. 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 the section shall control, but only to the extent of such conflict or inconsistency.

### Text Banking

**1. General Terms.** Text banking services are designed to allow you to subscribe to certain alerts and to check account balances and account history using text (SMS) commands. To use this service you must have an in service mobile device and provide us with your mobile phone number. A list of commands is available by sending HELP via text to our short code number. Our short code number is available at [www.accessunited.com](http://www.accessunited.com) or contact Customer Service at (770) 567-7211.

**2. Account Requests.** Account requests are initiated by you via text whereby we respond via text. You may use our Text Banking service to:

- Receive a text containing your account balance;
- Receive a text containing account activity; Discontinue text banking services;
- Transfer funds between linked accounts;
- Enroll in text banking.

**3. Account Alerts.** Account alerts are a standard set of alerts sent from us to you via text message. Alerts may be customized by you. You may use our text banking service to:

- Be notified of your account balance;
- Be notified of a debit card transaction;
- Be notified of a credit card transaction;
- Be notified of an account balance limit set by you.

**4. Delivery of Text Messages.** You can select how and when to receive your account alerts. Account requests are responses to your text message. 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.

**5. Limitations.** We reserve the right to limit the types and numbers of accounts eligible for Text Banking. We also reserve the right to limit the quantity of alerts you may receive and to limit the quantity of requests you make. Text Banking may not be available on 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 services at any time without notice to you.

**6. Available Information.** Limitations apply to the information you receive about your accounts. Your Available Balance is the amount of money in your checking account or savings account that is currently available for you. Your Available Balance includes all of your cleared and processing transactions. Keep in mind that transactions you have made but United Bank has not yet received need to be subtracted from your Available Balance for you to know the exact amount of money you have to spend or withdraw. Your Available Balance does not include the amount of a deposit not currently available (including holds).

**7. Access.** You may be unable to access Text Banking services 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 Banking services. Please contact our Customer Service center at (770) 567-7211 for assistance.

**8. Mobile Device Specifications.** You must have an in service mobile device that is enabled to send and receive text SMS messages. Technology changes rapidly. If you are unable to access Text Banking please contact our Electronic Banking representatives at (770) 567-7211 for assistance.

**9. Transfer to New Device.** If you obtain a new or different mobile device you will be required to re-activate your Text Banking services.

**10. Charges.** There is no fee for Text Banking services. 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.

**11. Control of Your Device.** You should not give your mobile device to anyone. Your device may contain your account information or provide open access to your account to the person in possession of your device. If your device is lost or stolen, contact us immediately at (770) 567-7211.

**12. 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 the section shall control, but only to the extent of such conflict or inconsistency.

#### **Electronically Delivered Statements**

**1. General Terms.** You agree to receive your statements via electronic mail by enrolling in Electronic Banking unless you opt out of the Electronically Delivered Statements service (estatements). You are required to provide us with an email address for electronic delivery of your statement.

**2. Delivery of Estatements.** You will receive a notification email when your statement is available. If your email is returned undeliverable we will mail a paper statement to you and terminate the EBA. We may, in our sole discretion, suspend your estatements and other Electronic Banking services until you provide us with a valid email in lieu of terminating the EBA.

**3. Accessing Estatements.** You may access your estatements through Online Banking if applicable. You may access your estatements through a secured email if you are not enrolled in Online Banking or become unenrolled in Online Banking.

**4. Information Available.** You will be able to view the account statement for the first statement cycle occurring after your enrollment. You will not be able to view account statements for history occurring prior to your enrollment in the estatements service. In addition, information relating to transactions that occurred after you enrolled but before your first statement cycle may not be available. Access to account statement history may vary by account type. All statements are in a format that may be saved to your hard drive or printed. Once you enroll in Electronic Banking services, unless you opt out of estatements, we will no longer send your statements through the mail. To obtain a paper copy of a particular statement please contact our Call Center at (770) 567-7211. Our normal copy fees will apply. If you close your account, remove estatements from your electronic banking services, or terminate the EBA, you will no longer be able to view your account statements online. Before closing your account, canceling the estatements service or terminating the EBA you should print or electronically save copies of your estatements for record.

**5. Review of Periodic Statement.** You must promptly access and review your estatements 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 sixty (60) days from the date of the notification email alerting you that your statement is available. If you allow someone other than yourself 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 statement email notification date regardless of when you access and/or review your statement.

**6. Termination of Estatements Service.** You may discontinue estatements at any time. You are required to notify us that you wish to discontinue your estatements service. We may terminate your estatements service at any time without notice to you. ***If your estatements service is terminated for any reason, you may incur account charges. In addition, requests for printed statements are subject to a fee.***

**7. Change of Email Address.** You agree to immediately notify us if you change your email address or if your email address becomes unsecured. You may notify us of a change or your email address by mail to P.O. Box 1337 Zebulon, Georgia 30295, email to [ebanking@unitedbank.net](mailto:ebanking@unitedbank.net), or by phone (770) 567-7211.

**8. 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 the section shall control, but only to the extent of such conflict or inconsistency.

### **Special Terms for Non-Consumer Users**

**1. Dispute Resolution Process.** The dispute resolution process outlined in the section entitled Reporting Unauthorized Transactions and Error Resolution is **not available for non-consumer customers** (except for sole proprietorships). If you use Electronic Banking services as a non-consumer customer 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 of any errors. We can be reached 7 days a week from 7:00 a.m. to 11:00 p.m. at (770) 567-7211.

**2. Authority to Transact Business on Account.** If you enroll for Electronic Banking services as a non-consumer customer you represent that you are vested with and currently possess the power and authority to enter binding contracts for the non-consumer customer. 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 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 United Bank relied upon it in consideration for providing Electronic Banking services.