



## Introduction

Thank you for doing business with us.

This Deposit Account Agreement applies to new and existing consumer and business deposit accounts and, together with the following documents, is your contract with United Bank and constitutes the “Agreement” that governs your account with United Bank:

- The Fee Schedule,
- Our Privacy Policy,
- Any additional disclosures, amendments, or addenda we provide to you.

In this Agreement, the words “we,” “our,” and “us” refer to United Bank. “You,” “your,” and “depositor” refer to each and every account owner, Authorized signer, 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 account,** including any verbal or written statements or representations. When you sign a signature card, acknowledge an account record, or use your account, including any account service, you, and anyone else identified as an owner or Authorized signer on your account, consent to the terms of this Agreement. We may update this agreement from time to time. You are responsible for ensuring that any Authorized signer is familiar with this Agreement. *If you keep your account open after we change this Agreement, you agree to the changes.*

We recommend you keep a copy of this Agreement – and any changes we provide to this Agreement – for as long as your United Bank accounts are open. You can get a copy of the current Agreement at [accessunited.com](http://accessunited.com), or by visiting your local bank office, or by phone using the number below.

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.

## How to Contact Us

<b>Online:</b>	Visit <a href="http://accessunited.com">accessunited.com</a>	<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
<b>Phone:</b>	770-567-7211	
<b>Telephone Banking:</b>	770-567-2400	<b>All Other Written Correspondence:</b>  United Bank PO Box 1337 Zebulon, GA 30295
<b>Deaf or hard of hearing customers:</b>	We accept operator relay calls	

# Table of Contents

Opening an Account	Page 3
Depositing Funds into an Account	Page 5
Funds Availability Policy	Page 6
Using Funds in an Account	Page 7
Available Balance and Posting Transactions	Page 8
Overdrafts	Page 10
Debit Cards	Page 12
Funds Transfer Services (Wires and ACH)	Page 15
Electronic Funds Transfer Services	Page 17
Other Account Services and Restrictions	Page 19
Time Deposits (CDs)	Page 21
Protecting Your Account and Your Information	Page 22
Statements, Interest and Other Information	Page 23
Closing an Account	Page 26
Arbitration Agreement (Waiver of Jury Trial) and Class Action Waiver	Page 27
Additional Terms and Services	Page 29
Night Drop Precautions	Page 31
Our Privacy Commitment to You (Privacy Policy)	Page 32
Fee Schedule	Page 34
Non-Consumer Account Disclosures	Page 35
Glossary	Page 36

*There may be provisions contained in this Agreement that do not apply to Non-consumer accounts. The inclusion of these provisions does not entitle a non-consumer to protections under such provisions. The inclusion of these consumer protection provisions in this Agreement is merely for ease of administration and should not be construed as to apply to all deposit accounts.*

## Opening an Account

The following sections address account ownership, beneficiary designation (if any) and Authorized signers. At the time of account opening, you select the form of account and the designation of the beneficiary (if applicable). We do not make any representations as to the appropriateness of the type of account that you select or whether the type of account that you select meets your needs. Your choice of the type of account that you open is specified on the signature card or other account records. Your choice has a variety of consequences, including but not limited to who gets the funds in your account at your death. Without regard to the type account you choose, you acknowledge and agree that no fiduciary relationship exists between you and us.

**Individual Account:** An individual account is an account in the name of and is owned by one person. An individual account does not create any ownership in any person by survivorship.

**Joint Account:** A joint account is in the name of two or more persons as joint tenants with right of survivorship and not as tenants in common. Funds in a joint account are payable to or at the direction of any account holder (regardless of who contributed the funds and the amount of contributions). At the death of an account holder, ownership passes to the surviving account holder(s), subject to holds, pledges (to which we have agreed), and our right of setoff and security interest (as it existed immediately prior to the death of the account holder). If there is more than one surviving account holder, the account remains a joint account with right of survivorship, and each surviving account holder has an equal right to account funds.

Each depositor of a joint account hereby irrevocably appoints the other depositor(s) as his or her attorney-in-fact, to the extent allowed by law and unless otherwise prohibited by us in our sole discretion, to conduct all business with respect to the account, including the right to pledge the funds in the account as security. Each depositor also may appoint one or more attorneys-in-fact without notice to or consent of any other depositor, and no other depositor will have the authority to revoke or limit the power of attorney made by another depositor. We may, at our discretion, if allowable by law, require that all depositors acknowledge the power of attorney before we will recognize it.

We are not required to tell you about actions taken by another joint owner and are not prohibited from advising the other joint owner of actions taken by you. The liability of each depositor on a joint account is joint and several. Each joint owner is bound by all of the terms and conditions of this Agreement. Each joint owner is authorized to order the payment, withdrawal, or transfer of funds on deposit in a joint account, and to close the account. Each joint owner agrees that we may follow the orders or instructions of any one of the joint owners without becoming liable to the others. We are authorized, but not obligated, to honor an order from a joint owner even though it may create an overdraft in the account, and all joint owners are responsible for all orders and overdrafts created by any joint owner. We are authorized, but not obligated, to stop withdrawals or other payments from a joint account if we receive written instructions from any one of the joint owners.

We may remove a joint owner from your account if we are notified by law enforcement or have a reasonable basis to believe that a joint owner is stealing from or otherwise abusing another joint account owner. We may suspend the right of any and all joint owners to access an account if we reasonably believe a crime involving the account has been committed.

**Payable on Death (POD) Account:** A POD account is an account payable on request to one person during his or her lifetime or to an incorporated entity and on such person's death to one or more POD payees or to one or more persons during their lifetimes or to an incorporated entity and on the death of all of them or the dissolution of the incorporated entity to one or more POD payees. All funds in the account will be paid, upon the death of the owner or surviving owners, or the dissolution of the incorporated entity, in equal shares to the person or persons then living who are named as POD payees (whether an adult or minor), unless a different division of shares was made in writing by the owner(s) and the writing is available to us. Payment to such POD payees shall fully release us from all liability. The money in the account will not be inherited by the heirs of the owners(s) of the account or controlled by the will of such owners(s). During the lifetime of the owner(s) of the account, any interest of the POD payees in such an account shall be deemed for all purposes to be revocable and only the owners(s) or their designated Authorized signers and/or agents may withdraw funds therefrom. All payable-on-death accounts are subject to applicable law, and our right of setoff and security interest in the account.

**Georgia Transfers to Minors Account ("GTMA"):** An account bearing the minor GTMA designation is subject to the *Georgia Transfers to Minors Act*. If you are the custodian of this account, you have duties under the law to the beneficiary of this account. You may only establish one account per minor child. There may only be one custodian per account. You may name a successor custodian. It is your sole responsibility as custodian to comply with the applicable provisions of the law and to instruct us accordingly.

You agree to transfer this account to the sole ownership of the minor beneficiary when he/she reaches the age of 21. The minor beneficiary may demand payment of the funds any time after the minor reaches the age of 21. If you do not transfer the account

to the minor when the minor reaches the age of 21, we may close the account and pay the funds on deposit to you, to you and the beneficiary, or to the beneficiary, in our sole discretion. We may also convert the account, with ownership of the account being vested in the minor beneficiary who is now age 21 or over. You agree that any action taken by us to distribute funds in the account and/or to vest the ownership in the beneficiary after the beneficiary reaches the age of 21 is a distribution in an appropriate manner in accordance with applicable law. In the event this account is converted to another account type, the rules applicable to that account type will apply. At the time the account is converted, a revised Truth in Savings Disclosure may be requested by the account owner. At any time after the minor beneficiary reaches age 21, the now aged 21 or over minor may make changes to the account without your consent. The custodian and successor custodians agree to indemnify us for all claims asserted by and/or on behalf of the minor and for our attorneys' fees and costs.

The terms related to GTMA accounts may change if the law applicable to this type of account is changed.

**Non-Consumer Accounts:** If the depositor is a corporation, unincorporated association, partnership, limited liability company or sole proprietorship, or any other non-consumer, including but not limited to a sports association, a civic organization, or a church, each person signing the signature card or other account record represents and agrees that (1) such person is fully authorized to execute all documents in the capacity stated therein; (2) such person has furnished all documents necessary to evidence that authority; and (3) the depositor will furnish any other documents in such form as we may request from time to time. We are not required to recognize any resolution affecting the account that is not on our form. We have no liability for misuse of account funds by a person who is authorized on an account. The designation that a person is authorized on an account is binding on the organization until we receive (and have a reasonable opportunity to act on) written notice, in a form satisfactory to us, from the organization that the authority of a person authorized on an account has been amended or terminated. You agree that two Business days to act upon notice of an amendment or termination is a reasonable amount of time. The organization agrees to notify us promptly in writing of any change in the legal status of the organization, its name, tax identification number and/or in the authority of any person to act for the organization.

**Fiduciary Account:** Such account is opened by a "fiduciary" (such as, a guardian, conservator, executor/executrix, administrator/administratrix, trustee, custodian, rep payee, etc.) acting under a "fiduciary document" (such as, a court order, trust, will, agreement, letter of appointment, etc.) for another person ("beneficiary"). At our request, the fiduciary shall provide certification of the existence of the fiduciary relationship and the fiduciary's status and authority. We are not a fiduciary on the account and may rely on any certification provided by the fiduciary. We are not required to and will not (1) enforce the terms of the fiduciary document and/or (2) monitor the account for compliance with the fiduciary document.

We have no duty to ensure proper use of account funds by the fiduciary; however, we may place limitations on the size and/or type of transactions allowed on the account. We are not liable for misuse of account funds. Each fiduciary agrees to comply with the fiduciary document, applicable laws, and to ensure proper use of account funds. Each fiduciary guarantees that all other fiduciaries will comply with all fiduciary documents. Each fiduciary agrees to tell us if a fiduciary document and/or the authority of that fiduciary or another fiduciary changes. Each fiduciary is liable for the actions of that fiduciary and every other fiduciary on the account. Each fiduciary agrees to indemnify and hold us harmless for all claims asserted by and/or on behalf of a beneficiary or another fiduciary and for our attorneys' fees and costs arising from the fiduciary's transactions on the account.

If more than one fiduciary is named on the account, each fiduciary is authorized to act individually and we may honor checks, withdrawals, orders, or other requests from any fiduciary on the account, including requests to close the account, add other fiduciaries, Authorized signers, or services to the account or re-title the account in the name of any person(s). We have no responsibility to notify any beneficiaries of the death of the fiduciary. We may, but are not required to, place a hold on the funds in the account upon learning of the death or incapacity of the fiduciary or beneficiary. We may require the production of documents acceptable to us before releasing the funds on deposit to the beneficiary or beneficiaries, or to a fiduciary.

**Powers Of Attorney:** Your Power of Attorney form is subject to approval by us prior to us recognizing the powers contained therein. Approval of a Power of Attorney form may take up to five Business days. We are not required to accept a power of attorney, except as provided by law. We may accept a power of attorney on a joint account even if the attorney-in-fact is authorized only for one of the joint account owners. If we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation or termination and have had a reasonable time to act upon it. We are not required to search public records for a revocation or termination.

We also reserve the right to restrict the types or sizes of transactions we will permit an attorney-in-fact to conduct, on a case-by-case basis and may require the attorney-in-fact to present the original power of attorney before conducting any transaction. The attorney-in-fact is not an owner of an account, no funds in the account belong to that person by reason of that capacity, and that person has no right of survivorship in the account. Adding an attorney-in-fact to your account will authorize the person named to act for you to conduct any and all business on your account, including withdrawals, transfers, adding services, closing your account, changing a beneficiary, adding and/or removing joint owners, changing the account type, obtaining statements for open and closed accounts, enrolling in online banking or e-Statements. We do not review the actions of your attorney-in-fact.

You may not dispute transactions conducted by your attorney-in-fact. Adding an attorney-in-fact is at your own risk. You may not limit the authority of any approved power of attorney. Adding or removing an attorney-in-fact may require execution of a new signature card or other account record. We are not responsible or liable for any loss or damage an account owner incurs arising out of the actions of an attorney-in-fact. We reserve the right to remove an attorney-in-fact from your account at any time without notice. A power of attorney and the rights of your attorney-in-fact terminate at your death.

**Transfers and Assignments:** You cannot assign or transfer an interest in your account (including, without limitation, a security interest or pledge of your account to someone other than us) unless we agree in writing. We may require that the account be closed and a new account opened in order to transfer or assign ownership. We are not required to give consent to a security interest or pledge to someone else, and/or any assignment or transfer of your account. Any actual or purported assignment of the account remains subject to our right of setoff and our security interest.

A transfer that results from death, incompetence, marriage, divorce, attachment or otherwise by operation of law will not be binding on us until we have received sufficient documentation of the transfer, as determined by us.

We are not liable for the validity or sufficiency of any assignment of the account. An assignment, except for an assignment to us, will be binding on us only if it is in a written instrument signed by all account holders and after we acknowledge the assignment in writing. The assignment will be subordinate and subject to any right we have to collect from the account any debt you owe us. We may require the assignment meet certain criteria, like that the assignment is notarized, at our sole discretion.

We may assign this Agreement to any directly or indirectly affiliated or unaffiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or third parties.

**Digital/Electronic Signatures:** We may allow for the use of a digitally created, electronically affixed, and/or other method of digital or electronic capture of an image of your signature, which may be your actual signature or which may also be an electronically created copy of your signature. You agree that an original in person signature is not required to bind you to agreements with us. Your use of your account is evidence of your consent. However, consent may also be established in other ways, even if you do not use your account. A copy of a document kept in our regular course of business that is signed in person or by electronic means will be considered as an original.

## Depositing Funds into an Account

**Items Deposited:** To the extent we are allowed under existing federal and state banking laws and regulations we may refuse, accept for collection only, or return all or part of any deposit. In receiving checks (which term includes check and check images) for deposit or collection, we will act as your agent and assume no responsibility beyond what is required by law. All checks, including "on us" checks (checks received for deposit that are also drawn on us), are credited subject to final settlement in cash or credits and subject to revocation if the final credit is not received for any reason. We will have the right, in our sole discretion, to determine the manner in which checks will be presented to the drawee bank. We will not be deemed to have received Items sent by mail, night depositories, or any other type of depositories we operate until after we have received actual delivery of those Items sent by mail, or removed the contents from such depositories or acknowledged receipt by other means. All deposits received or acknowledged by us after our cutoff hour or on Saturday, Sunday, or a federal bank holiday, including Items received by us through ITMs, the mail or removed by us from depositories after our hours, will be deemed deposited on the next Business day. We are only responsible for loss of such Items caused by our gross negligence or willful misconduct.

**Errors in Deposits:** If funds are credited to your account in error, we will reverse the error. In the event the funds credited in error are not immediately available, the debit to correct the error may overdraw your account. You are responsible for any fees, liability, and/or damages accruing as a result of the debit to reverse the error.

**Verification of Deposits:** When we accept deposits and issue receipts, such deposits and receipts are subject to subsequent verification and corrections if necessary.

**Endorsements:** If you (1) deposit an item bearing an endorsement which is outside of the area extending one and one-half inches from the trailing edge of the back of the Item or (2) otherwise cause the endorsement of the first bank of deposit to be obscured, and this causes a delay in the return of the Item, you will be responsible for any loss or expense we may incur. The trailing edge is defined as the left side of the item viewed from the front. If you fail to include the required endorsement on a mobile deposit Item, the Item may not be credited to your account. You are responsible for any loss or expense that may occur from an error in endorsement.

**Identification of Account:** You will be responsible for any loss or expense caused by your failure to properly identify the account to which a deposit is made or intended to be made.

**Items Returned:** If a deposited Item is returned, we will reverse the credit to your account and may charge you a chargeback fee. At our option and without notice to you that the Item has been returned, we may resubmit any returned Item for payment.

You waive presentment, notice of dishonor and protest. We may process a copy or other evidence of the returned Item in lieu of the original. If an Item you cashed is returned unpaid, we will deduct the amount from any account you have with us.

**Foreign Currency:** If we take an Item payable in foreign currency for deposit or collection, you will bear all exchange rate risk. We will not credit the Item to your account until we have received the proceeds in U.S. dollars.

**Foreign Checks or Items:** The processing and collection of foreign checks or Items are not subject to U.S. laws or regulations, including collection or return time periods. We may refuse to accept for deposit or collection, a check, draft, or other Item that is payable in a currency other than U.S. dollars or that is drawn on a bank or a branch of a bank located outside the U.S. We may accept checks payable in foreign currencies or drawn on foreign banks on a collection basis only. Items accepted for collection are normally credited to your account only after we have received payment for them. If we do agree to credit your account in advance and then do not receive payment for the Item, we will debit your account for the amount of the Item. Fees for processing collection Items apply even if the collection Item is returned unpaid.

If we accept a foreign check for deposit or collection, you assume all risks associated with the collection process and foreign currency fluctuation. A foreign check may be returned unpaid much later (in some cases, several months later) than Items drawn on U.S. banks. You assume all risks of a late return of a foreign Item. If a foreign check is sent for collection and paid, then returned later for fraud, we will debit your account at our current exchange rate including fees assessed by the foreign bank.

If you deposit an Item that we later determine is a foreign Item and must be sent for collection, we may reverse any provisional credit given for the Item and send the Item for collection or mail the Item back to you. If we return the foreign check to you, you may then ask us to send the Item for collection.

**Checks and Deposit Slips:** All checks, withdrawal forms, and deposit slips ordered from a third-party printer are at your own risk. You are responsible for verifying the accuracy of all information on such forms. Our liability, if any, for any printing errors on forms obtained from us is limited to the cost of replacement. A third-party check printer may not comply with our standards and requirements. If you elect to order check stock from a third-party, it is your sole responsibility to verify our check specifications prior to making such order. We are not responsible for errors or losses you may incur due to improper printing on forms not obtained through us. We are not liable for any costs, damages, or penalties incurred due to your failure to comply with our check specifications.

If check writing is not an available feature of your account, we will not issue you checks. If a check drawn on your account is presented for payment, we will not pay the check and will return it. We will not be liable for any returned check fees or charges you incur. If we do pay a check on your account, that does not obligate us to pay future checks on your account or to allow for check writing on your account.

You understand that we or another bank may use image technology to archive copies of your checks and deposit tickets. You agree that you will only use checks and deposit slips and, when completing documents, will only use ink that can be imaged and that will produce a clear image of the check or deposit ticket. If you fail to comply with our specifications, we may close your account.

**Incomplete and Conditional Items:** If you write any Item that is incomplete or conditional (such as "void after 90 days" or "not valid over \$500"), you agree that we may pay or refuse to pay such Item, in our sole discretion, even though it is incomplete and/or the condition has not been met.

**Substitute Checks:** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

**Reservation of Rights:** We reserve the right to accept or reject any Item for deposit into your account. If we make funds available to you, we do not waive any of our rights provided by law or this Agreement.

## Funds Availability Policy

**Your Ability to Withdraw Funds:** Our policy is to make funds from check deposits to your checking or savings account available to you on the first Business day after the day we receive the deposit. Incoming wire transfers, electronic direct deposits, and cash deposited at a teller window or United Bank ATM will be available on the day we receive the deposit. Certain electronic credit transfers, such as those through card networks or funds transfer systems, will be available on the day we receive the transfer. Once the funds are available, you can withdraw the funds in cash. Additionally, we will use the available funds to pay checks and other Items presented for payment, as well as applicable fees that you have incurred.

For determining the availability of your deposits, our Business days are every day except Saturday, Sunday, and federal bank holidays. Hours of the Business day are posted at any location or device where deposits are accepted.

If you make a deposit on a Business day that we are open at one of our bank offices before closing, or at one of our ITMs before the ITM closing time or at such other time as is available at that bank office or posted at or on the ITM, we consider that day to be the day of your deposit. However, if you make a deposit in a bank office or ITM after such time, or on a day when we are not open, or it is not a Business day, we consider that the deposit was made on the next Business day we are open.

**Longer Delays May Apply:** In some cases, we will not make all of the funds that you deposit by check available to you on the first Business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first Business day.

If we are not going to make all of the funds from your deposit available on the first Business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business day after the day of your deposit.

**Special Rules for New Accounts:** If you are a new customer, the following special rules may apply during the first 30 days your account is open.

- Funds from cash and electronic direct deposits to your account will be available on the day we receive the deposit.
- Funds from deposits of wire transfers, and the first \$5,525 of a day's total deposit of cashier's, certified, teller's, travelers, and federal, state, and local government checks will be available on the first Business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh Business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second Business day after the day of your deposit.
- Funds from all other check deposits will be available on the seventh Business day after the day of your deposit.

**Holds on Other Funds:** If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## Using Funds in an Account

**Cashing Checks:** If a payee of a check you have written on your account with us presents the check over the counter to us for immediate payment in any of our offices, we may require identification and proof of authority satisfactory to us to establish the identity and the authority of the person presenting the check. We (without liability) may refuse to pay a check drawn on your account presented by a payee or holder of the check for immediate payment at one of our bank offices if (1) we have a concern about the authority or identity of the person presenting the check, (2) our computers are not working properly, (3) the amount of the check exceeds \$5,000 or such other limit we may set from time to time, or (4) we, in our sole discretion, are suspicious about the transaction such as, we question the authenticity of the item. You agree that our refusal to pay such an item is not wrongful dishonor. If the payee does not have a deposit relationship with us, we may charge a fee for paying the check, or we may refuse to pay the check. From time to time, we may also impose other requirements that we consider appropriate. We have no liability to you for refusing to pay the check or charging a fee.

**Automatic Funds Transfers:** You may have funds transferred automatically from most United Bank checking or savings accounts to another United Bank checking or savings account or to pay a United Bank loan or credit card account or safe deposit rental fee. There may be a limit on the number of automated transfers you may make from savings accounts each month. We

may honor a verbal authorization for an automatic funds transfer. We may however require a written authorization at our discretion.

If a scheduled transfer date falls on a weekend or bank holiday, we may make the transfer on the next Business day. If we are unable to complete the transfer because you do not have sufficient funds in your account, the transfer may not occur, however, a transfer may occur even if you do not have sufficient funds in your account and this may result in an overdraft of your account and a fee. A transfer may be presented multiple times until the transfer is paid. If no termination date is specified at the time of authorization, the authorization to automatically transfer funds will remain in effect until terminated by you. You may request to terminate the authorization in writing or by calling us. You must give sufficient notice so that we have a reasonable opportunity to act on your request to terminate prior to the next scheduled transfer date.

We may cancel and/or suspend this service at any time and without notice to you. You agree, in consideration of this service rendered by us, to indemnify and hold us harmless from any liability or loss occurring due to the dishonor of any Item presented which results from any charge made or refused to be made under an automatic funds transfer request.

**Good Faith Disbursement:** You agree that we may disburse funds from your account in good faith reliance on documentation and/or authorization presented to us which purports to give an individual or entity the right to receive such disbursement and we shall not be liable to you for any such good faith disbursement.

**Limits on Withdrawals:** If your account is a savings deposit account, as defined by federal law, which may include a savings account or a money market account, ordinarily you may withdraw funds from your account without giving us prior notice. Under federal law we must reserve the right to require you to give us seven days prior notice of your intent to withdraw funds from savings deposits accounts. However, this will not apply to you unless the same notice is required of all of our customers with accounts of the same type.

**Lost, Stolen Checks, Counterfeit or Other Unauthorized Withdrawals:** You must notify us immediately if any of your checks or encoded withdrawal tickets are lost or stolen or if a counterfeit or other unauthorized Item is presented for payment or is paid on your account. If you believe that your checks have been lost, stolen or if a counterfeit or other unauthorized Item is presented for payment or is paid on your account, we may ask that you close your account for your protection and open another account in order to minimize unauthorized access to your funds. If we request you close your account and you fail or refuse to do so, you agree we are not liable to you for any losses you or a third party may incur. You have a duty to protect yourself and should request account closure in the event your account has been compromised in any way, even if we did not require you to close your account.

## Available Balance and Posting Transactions

Your account's Available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the Available balance to authorize your transactions during the day (for example, debit card purchases and ATM withdrawals). Your Available balance may change throughout the day as transactions occur. We also use the Available balance to pay your transactions during our nightly processing. Your Available balance is calculated as follows:

**Available Balance = Current Balance – Holds + Deposits – Withdrawals**

Term	Definition
<b>Current balance</b>	Ending daily balance from prior Business day's nightly processing
<b>Holds</b>	Funds that have been placed on hold which may include, but are not limited to, deposit holds or funds subject to dispute or Legal process hold.
<b>Deposits</b>	Pending deposits that are immediately available (see <i>Funds Availability</i> section)
<b>Withdrawals</b>	Pending withdrawals that we have authorized but have not yet posted to your account (for example, an Authorization hold) and pending withdrawals we know about that we have not yet processed (for example, ATM withdrawals and checks presented for payment).

**The Available balance may not include every transaction you have initiated or that we previously authorized.** For example, your Available balance may not include the following:

- Outstanding checks and withdrawals we have not received for payment (such as recurring debit card transactions and ACH transactions);
- The final amount of a debit card purchase. The amount or description of the Authorization hold may be different than the amount or description of the final debit card transaction. This usually happens when the final amount of the debit card transaction is not known at the time of the Authorization hold. Examples of merchant types where this may occur include restaurants, hotels, gas stations, and car rentals.



- Debit card transactions that have been previously authorized but not sent to us for payment. In most cases, an Authorization hold must be released after three Business days. An Authorization hold may remain up to 30 Business days for certain transactions such as car rental, cash, and international transactions. The merchant or financial institution can still present the transaction for payment after the Authorization hold expires.

### **Withdrawals and Transfers from Your Account**

We may subtract from your Available balance the amount of any check or other Item that we receive throughout the day that you or any person you authorize created or approved.

If check writing is not an available feature of your account, we will not issue you checks. If a check drawn on your account is presented for payment, we will not pay the check and will return it. We will not be liable for any returned check fees or charges you incur. If we do pay a check on your account, that does not obligate us to pay future checks on your account or to allow for check writing on your account.

### **Posting Order**

We process transactions each Business day during a late-night process that includes **three key steps**, described below. We call this nightly processing. Once the transactions are processed, the results are posted to your account.

#### **First:**

**We calculate the Available balance in your account that can be used to pay your transactions as described above.**

#### **Next:**

**We sort your transactions into categories.**

- **We credit deposits** received before the cutoff time and make any previous day adjustments.
- **We subtract withdrawals and payments we have previously authorized that we cannot return unpaid** such as debit card purchases, ATM withdrawals, wires you send, United Bank teller/ITM-cashed checks, account transfers, electronic Bill Pay transactions, and certain United Bank loan payments. These transactions are generally sorted by transaction type and then posted from lowest to highest dollar amount, except for checks which are posted in order of ascending serial number.
- **We pay your preauthorized automatic ACH payments** such as recurring bills you have authorized a company to withdraw. We post from lowest to highest dollar amount.
- **We pay your checks (other than United Bank teller/ITM-cashed checks).** We post Items in order of ascending serial number. For instance, check number 1464 will be paid before check number 1467 and so on.

We may, in our sole discretion, change the posting order described above at any time without notice, regardless of whether additional fees may result. There is no policy regarding the order of payment of Items which is favorable to you in every instance. By posting Items which are for the smallest dollar amount first, you may have fewer non-sufficient funds (NSF) fees and/or overdraft fees, but Items for the largest dollar amounts (which may be more important Items to you such as rent or mortgage payments) might not be paid.

#### **Finally:**

If the Available balance is **not enough to pay all of your transactions**, we:

- **Use Sweep Account Service** (if you have it) by transferring available funds from a linked deposit account. A sweep transfer fee will be charged, if applicable.
- **Use Line of Credit Service** (if you have it) by transferring available funds from your eligible line of credit to your linked deposit account.
- **Use Overdraft Service**, if available.
- **Then, decide whether to pay your transactions presented to us for payment into overdraft, or return them unpaid.** Paying an Item into overdraft means that we pay an Item even though your Available balance is not sufficient to cover that Item, resulting in your account having a negative balance. At our discretion, we may pay a check or automatic bill payment into overdraft, rather than return it unpaid. Debit card transactions presented to us for payment (whether previously authorized by us or not) **will be paid into overdraft and won't be returned unpaid**, even if you don't have available funds in your account.

At the end of nightly processing each Business day, your Current balance is determined.

**Pending transactions (Authorization holds) can result in overdrafts.** If your Available balance during the nightly processing is insufficient, we may assess overdraft and/or NSF fees on transactions we pay or return. Even if a pending transaction has been dropped from your account, we must pay it when we receive it for payment. Sometimes, previously authorized transactions may be paid into overdraft if other transactions have reduced your balance before the pending transactions are sent to us for payment. In those cases, you may be charged an overdraft fee if the transaction is paid into overdraft.

**If your account is overdrawn, you must immediately make a deposit into your account to return it to a positive balance.** See the *Your Overdraft Responsibilities* section.

## Overdrafts

An overdraft occurs when you do not have enough money in your Available balance to pay an Item, but we pay it anyway. We are not obligated to pay an Item presented if your Available balance is not sufficient; but we may, in our discretion, pay it and charge you an overdraft fee or return the Item and charge you a non-sufficient funds (NSF) fee, if applicable. An insufficient Available balance can result from several events, such as (1) the payment of Items including checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you; (3) the return of unpaid Items deposited by you; (4) bank service charges; or (5) the deposit of Items which, according to our *Funds Availability Policy* section, that are treated as not yet available or finally paid.

We do not guarantee that we will always, or ever, authorize and pay an overdraft on your account. If we overdraw your account to pay Items on one or more occasions, we are not obligated to continue paying future overdraft items. We may pay all, some, or none of your overdrafts, without notice to you. Since the balance reflected on your bank statement is not the Available balance, you may incur an overdraft fee or NSF fee even though the statement indicates that the balance was sufficient to pay the Item on the day it was presented.

You agree that if any Item is presented again after having previously been returned unpaid by us, an overdraft fee or NSF fee may be applied each time the Item is presented for payment and your Available balance is insufficient to pay the Item. You will be notified by mail or electronic delivery, if you have agreed to receive electronic communications, of any overdraft Items paid or Items returned for non-sufficient funds; however, we have no obligation to notify you before we pay or return any Item. If there is an Item paid by us on an account with more than one owner on the signature card or account record, each owner and agent, if applicable, presenting the Item creating the overdraft, shall be jointly and severally liable for such overdraft plus our standard overdraft fee for Items paid.

The order in which we post transactions and the impact it could have on overdrafts and overdraft fees on your account is outlined in the *Posting Order* section.

You can avoid fees for overdrafts and non-sufficient funds and the possibility of returned checks or other Items by ensuring that your account contains a sufficient Available balance for all your transactions. Banking services such as direct deposit and electronic banking, including text alerts, may help you avoid overdrafts and returned Items and may reduce the fees charged to your account. Please inquire about our other services listed below.

**Sweep Account Service:** Sweep Account Service is an optional service that transfers available funds from your eligible checking or savings account (each, a “protecting account”) to a linked checking or savings account (the “protected account”) to help cover Items(s) when your protected account has an insufficient Available balance. To enroll, you must be an owner on both the protected and protecting accounts. Your protecting account can provide protection for multiple protected accounts. Not all deposit accounts are eligible to be linked to Sweep Account Service. One sweep transfer will be made at the end of the Business day during nightly processing if additional funds are needed in your protected account, and a sweep transfer fee will apply.

The sweep transfer from your protecting account will generally be the exact amount of funds necessary to provide a sufficient Available balance in your protected account to pay the items presented. However, there may be instances where the sweep transfer is not sufficient. If this occurs, we may pay the Item(s) and charge you overdraft fee(s) or return the Item(s) and charge you NSF fee(s). We do not guarantee that Sweep Account Service will be sufficient to pay an Item or will prevent overdraft or NSF fees.

You can add this service to your account by contacting us by phone, in person, or in writing.

**Line of Credit Service:** If you have Line of Credit Service (which is when you have linked an eligible line of credit to a deposit account of yours) funds will be transferred to cover an overdraft, subject to your available credit limit. An overdraft transfer from an eligible line of credit is subject to the terms of the credit agreement, including any applicable transaction fee or other fee. You may still incur an overdraft if your available credit on your line of credit is not sufficient to cover the overdraft. Not all lines of credit are eligible to be linked to Line of Credit Service.

**Overdraft Service:** Overdraft Service is available for eligible accounts and not all accounts will qualify. You must meet certain criteria to be eligible for Overdraft Service. There is an overdraft fee for each Item paid using Overdraft Service. We are not obligated to pay any Item presented for payment if your account does not contain a sufficient Available balance. However, if you maintain your account in good standing, we may approve your overdraft Items within your available overdraft limit balance as a non-contractual courtesy. Overdraft Service is not a loan. Overdraft Service is a discretionary service from which you benefit. We may refuse to pay an overdraft Item for you at any time even though we may have previously paid overdrafts for you and even though you have available funds in your overdraft limit balance.

Your Overdraft Service limit (overdraft limit balance) is personalized and may change often, increasing or decreasing, based on account history. Factors that influence the limit amount will include: (1) how long the account has been open, (2) the amount of deposits made, and (3) the frequency of the deposits. We may suspend or discontinue Overdraft Service without any prior notice.

Overdraft Service will be automatically added as an account feature in accordance with the eligibility rules unless you opt out. You may opt out of Overdraft Service at any time by providing notice to us. The notice may be by phone, in person, or in writing. You are responsible for any overdrawn balances at the time of opting out.

Generally, we will not approve an Item for you in excess of the overdraft limit balance assigned to your account. So as not to exceed your overdraft limit balance, please note that the amount of the Item plus the standard overdraft fee per Item will be deducted from the overdraft limit balance.

**Overdraft Service should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly. If you would like to have this service removed from your account, please call (770) 567-7211.**

**Please note that your overdraft limit balance will not be reflected in your Available balance provided by a teller, at the ATM/ITM, or 24-hour Telephone Banking. Your overdraft limit balance is displayed as a part of your Available balance in online banking and appears as overdraft limit balance in our mobile banking app.**

LIMITATIONS: United Bank reserves the right to limit the number of accounts and types of accounts eligible for Overdraft Service.

**Overdrafts with Your Debit Card:** For Consumer accounts, you determine how we handle your ATM and everyday (one-time) debit card transactions on eligible accounts. You can change your instructions on how we authorize these transactions at any time by contacting us by phone, in person, or in writing.

When you don't have enough money in the Available balance of your checking account at the time of an ATM or everyday (one-time) debit card transaction:

- 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, the transaction may be authorized into overdraft at our discretion, and an overdraft fee applies.
- If you have notified us that you do NOT want us to pay your ATM and everyday debit card transactions using your available overdraft limit balance, the transaction will be declined, and no fees apply. If a previously authorized transaction creates a negative balance when it posts, you will not be assessed an overdraft fee.

This does not apply to checks and other recurring transactions (such as Bill Pay or ACH transactions, or recurring debit card transactions, such as utilities). We may continue to pay these other transaction types into overdraft, at our discretion, and our standard overdraft fee will apply.

**Your Overdraft Responsibilities:** If we overdraw your account to pay an Item, you agree to immediately make a deposit into your account to return it to a positive balance, without notice or demand from us. If you fail to bring your account to a positive balance, we may, without notice do any or all of the following, in addition to exercising our other legal rights:

- Debit any other deposit account of any account owner of the overdrawn account to cover the overdraft;
- Report the delinquency to consumer reporting agencies and initiate collection efforts;
- Close your account.

You authorize us to collect overdrafts and the related fees from any subsequent deposits or credits made by you or others to your account(s), including but not limited to direct deposits of Social Security or other government benefit payments. For deposits

you have authorized, you understand and agree that if you don't want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits.

It's your responsibility to avoid overdrawing your account. You can avoid fees for overdrafts and returned items by making sure that your account always contains a sufficient Available balance to cover all your transactions.

You agree to pay all costs and expenses we incur in collecting an overdraft from you including, without limitation, reasonable attorneys' fees and the costs of litigation, to the extent permitted by law. The repayment of any overdraft or resulting fee from any other account is outlined in the *Right of Setoff and Security Interest* section. If we have to collect an overdrawn or charged-off account from you, we may refuse to open accounts for you and/or refuse to allow you to serve as an Authorized signer and/or authorized agent on an account.

## Debit Cards

We issue you a debit card ("card") only in response to your oral or written request. We may decline to issue a card in our sole discretion. When you get a card from us, you'll receive additional terms and conditions. In the event of a conflict between the terms and conditions and this Agreement, the terms and conditions will prevail.

Each cardholder must have a unique PIN and is responsible for keeping the PIN confidential. If the card or PIN is given to another person, you will, to the extent allowed by applicable law, be responsible for all transactions made by that person or anyone else to whom the person gives the card or PIN. You should securely protect your card and PIN from loss or theft. You should notify us if you want a new card issued.

When you request a card, the card we issue will be linked to a single deposit account (the "primary linked account") unless you request otherwise. We can restrict the number and type of accounts you can link to your card.

### **You can perform the following transactions with your card at an ATM:**

- Withdraw cash from your account;
- Transfer funds between your accounts at certain ATMs;
- Obtain balance information for your linked accounts.

When you use our ATM, you will have access to your primary linked account. When your card is linked to multiple accounts, the account that will be first accessed for an ATM transaction is the primary linked account.

You can use an ATM that is not ours only if it is in a participating network. We do not determine which account is first accessed for an ATM transaction at an ATM that is not ours. Using a card at a participating non-United Bank ATM for cash withdrawals, transfers, and balance inquiries is generally available for the primary linked checking account. Outside of the U.S. there may be limitations on which of your linked accounts are accessible.

### **You can also perform the following transactions with your card:**

- Pay for purchases or services at merchants who accept payments through a network in which we participate. Purchases are subtracted from your primary linked account;
- Request cash back when making a physical card purchase with your PIN at merchants who offer this service;
- Choose whether and how you receive a receipt when you use your card at a merchant terminal;
- Pay for purchases, or pay bills directly with your card, or through a mobile device at participating merchants;
- Pay a person via our mobile banking app (subject to terms and conditions displayed in the mobile banking app);
- Get cash from a financial institution or anything you can do with a credit card (that a participating financial institution or merchant will accept). The financial institution may charge you a fee for this transaction.

For the terms and conditions related to overdrafts with your debit card, see the *Overdrafts with Your Debit Card* section.

**Using your card through a mobile device:** When you use your card with your mobile device (smartphone, tablet, or other hand-held wearable communication device that allows you to electronically store or electronically present your debit card or debit card number) 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 debit card information is sent across wireless and computer networks.
- Information about your mobile device may be transmitted to us.
- You should secure the mobile device the same as you would cash, credit cards, and other valuable information. Password-protect and lock it to help prevent someone using your mobile device to make transactions. Transactions on your mobile device may be considered authorized even though you did not make them yourself. Notify us promptly if your mobile device is lost or stolen.
- When you make a purchase or payment using your mobile device, the merchant won't provide an option for cash back.
- 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, 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 debit card transactions through a mobile device.

**When you use your card to pay a person or receive payment:** You may use your card information to pay a person through a payment app, including our mobile banking app. The service uses your card information to transfer funds from your Available balance to another person. You may receive payments from people using your card information. The terms and conditions of using your card information to pay a person or receive payment from a person are displayed at the time of the transaction or in the app.

**Terminal Malfunctions:** Generally, we're not responsible for damages resulting from an ATM or merchant terminal malfunction. However, for applicable accounts, see the Error Resolution terms of the *Electronic Fund Transfer Services* section.

**ATM/Debit Card Fees:** We charge a fee for each non-United Bank ATM transaction unless we have an agreement with the owner/operator of the ATM service not to charge a fee. In addition, the owner/operator may charge a fee and set their own withdrawal limits. Any of these fees may be charged for any activity, including withdrawals, balance inquiries, and transfers. We may waive either or both of these fees by the terms of your account. The non-United Bank ATM owner/operator fee is included in the total transaction amount that is withdrawn from your account and will apply to your card's daily ATM withdrawal limit. Your transaction will also be limited to any withdrawal limits set by the non-United Bank ATM. Some merchants may assess a fee when you use your card for a purchase or for cash back. The merchant fee will be included in the total purchase amount.

**Debit Card Daily Limits:** Our daily limits on amounts and number of transactions are established for security reasons. You may use your card subject to our daily limits and the Available balance in your account.

**ATM Transaction Dollar Limit** – the maximum amount of cash you may withdraw in a day from any combination of accessible accounts per card is \$505.

**Point-of-Sale Dollar Limit** – the maximum amount of purchases including cash back, if any, that can be authorized each day from your primary linked account, less merchant fees, if any, is \$2,505; however, the maximum amount of purchases that can be authorized each day from your primary linked account, less merchant fees, for transactions completed without using your PIN is \$1,000. If you use your card or card number to fund a digital wallet or similar type of account, those account funding transactions will count against your card's daily purchase limit.

**Limitations on Frequency** – we may limit the number of authorizations we allow during a period of time (for example, if we notice out-of-pattern use of your card, or suspected fraudulent or unlawful activity). For security reasons, we cannot explain the details of the authorization system. If we don't authorize a payment, we may notify the person who attempted the payment that it has been refused, however, we are not required to provide notification. We won't be responsible for failing to give an authorization. We may allow or deny transactions from merchants who are apparently engaged in or who are identified as engaged in internet gambling business or in illegal activity.

**Changes to Limits** – we may, without telling you, increase your daily purchase or ATM withdrawal limit based on account history, activity, or other factors. If we decrease the limits for your card, we'll notify you in accordance with applicable law.

**Card on File with Merchant:** If you give your debit card number to a merchant with authorization to bill that card for recurring payments or to keep it on file for future purchase or payments, the merchant may receive updated card information to process such payments if the merchant participates in the Visa Account Updater Service or a similar service. However, since not all merchants receive updated card information, including any new card number issued to you, it is your responsibility to inform the merchant of changes to your card, including any changes to your card number or expiration date or closure of your account. We are not responsible for any merchant fees or other charges you may incur by not informing the merchant of the card update. If you have a card on file with a merchant and want to cancel the payment arrangement, be sure to cancel it directly with the merchant.

**Authorization Holds for Card Transactions:** For all card purchase transactions, we may place a temporary hold on some or all of the funds in the account linked to your card when we obtain an authorization request. **We refer to this temporary hold as an Authorization hold. The funds subject to the hold will be subtracted from your Available balance.** We generally release the hold within three Business days, but it can be longer for certain types of debit card transactions, such as international car rental and hotel, from the time of authorization or until the transaction is paid from your account.

If the merchant does not submit the transaction for payment within the time allowed, we'll release the Authorization hold. This means your Available balance will increase until the transaction is submitted for payment by the merchant and posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account. In some situations, the amount of the hold may differ from the actual transaction amount since the merchant may not know the total amount you'll spend. For example: A restaurant submits the authorization request for your meal before you add a tip.

**You might end up overdrawing your account even though the Available balance appears to show there are sufficient funds to cover your transaction.** For example: A merchant does not submit a one-time debit card transaction for payment within three Business days of authorization (or up to 30 Business days); we must release the Authorization hold even though we'll have to honor the transaction. When we receive it for payment, it's posted to your account and at that time it causes an overdraft.

You should record and track all of your transactions closely to confirm your Available balance accurately reflects how you spend funds from the account linked to your card.

**Partial Authorization for Card Transactions:** Some merchants are able to accept partial authorizations or process transactions using multiple forms of payment. If your card purchase amount exceeds the current Available balance in the primary linked account when you're making a purchase, you may be able to use your Available balance to pay for a portion of the total purchase. The transaction will be subject your card's daily purchase limit.

We'll first try to approve the full amount of the purchase with the Available balance in your account. If we don't approve the full amount of the purchase, we may approve a portion of the purchase using the remaining available funds in your account. This is called a partial authorization. The remaining amount of the purchase total would need to be covered by another form of payment, such as cash or another card. If you're unable/unwilling to provide an additional form of payment, and the transaction does not occur, the partial authorization will be reversed by the merchant.

**Transactions Outside of the United States:** If you use your card for withdrawals or purchases outside the United States, the network handling the transaction will convert the local currency amount of the transaction to U.S. dollars (or in the case of a purchase only, the merchant handling the transaction may convert the currency). If the network converts the currency, it will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from rate the network itself receives, or the government-mandated rate in effect for the applicable central processing date. If the merchant handling the purchase converts the currency, the merchant will determine the currency conversion rate. For each purchase transaction completed outside the United States, we may also charge an international purchase transaction fee, which we base on the amount provided to us by the network (for example, Visa, MasterCard) in U.S. dollars.

**Ending Your Card Use:** Your card is our property. We may cancel or replace your card at any time without notice to you. You may cancel your card by contacting us. If your card is cancelled, you must pay for any transaction made before the card is cancelled. You may stop using your card at any time. However, failure to use your card may result in the card being closed.

#### **Card and ATM Safety Tips:**

- Always protect your card and keep it in a safe place, just like you would cash, credit cards or checks.
- Create a PIN that does not include any number or word that appears in your wallet (such as birth date, name, or address).
- Memorize your PIN, never tell it to anyone, and never write it down.
- Shop with merchants you know and trust.
- Look at your account statements when you receive them to be sure you made the transactions listed. Contact us immediately if you identify anything suspicious.
- Make sure your internet transactions are secure. Look for secure transaction symbols.
- Log off from any site after you make a purchase. If you cannot log off, shut down your browser to keep someone from accessing your information.
- Avoid sending your card number through email because it's not secure. Never give your card number over the phone, unless you made the call.

- If your card is ever lost or stolen, call us immediately at the number listed in the *How to Contact Us* section.
- Destroy your old card if you receive a replacement.
- Be aware of your surroundings when you withdraw money. Watch for suspicious activity around the ATM and consider having someone accompany you to an ATM at night.
- Keep your engine running when you use a drive-up ATM. Keep your doors locked and passenger window up.

## Funds Transfer Services (Wires and ACH)

This Agreement is subject to Article 4A of the Georgia Commercial Code- Funds Transfers (unless law requires that Article 4A of the Uniform Commercial Code be applied, then Article 4A of the Uniform Commercial Code will apply). The terms “funds transfer,” “funds transfer system,” “payment order,” and “beneficiary” are used here as defined in Article 4A of the Georgia Commercial Code- Funds Transfers. As used in these provisions, a funds transfer does not include a transaction made using a United Bank issued debit card. Examples of funds transfers covered by these provisions are a preauthorized automatic transaction via ACH (such as your car or mortgage payment), remittance transfers, and wire transfers (whether outgoing or incoming, foreign or domestic).

We provide separate agreements that govern certain types of funds transfers. If one or more separate agreements is applicable, these terms supplement those of such agreements to the extent that these provisions are not in conflict with such agreements.

**Rules of Funds Transfers Systems:** Funds transfers to or from your account will be governed by the rules of the funds transfer system(s) through which the transfers are made (“system rules”), including Fedwire and the National Automated Clearing House Association (NACHA). We’re under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network (FinCEN).

**Sending Funds Transfers/Means of Transmission:** When acting upon your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select. We are not responsible for the actions or inactions of the beneficiary bank or any intermediary bank. You instruct each intermediary bank, receiving bank and beneficiary bank to deduct its wire transfer fees from the amount of the wire transfer.

**Payment Orders:** When you give us a payment order, you authorize us to act on your behalf to initiate a funds transfer and charge your account for the amount of the funds transfer and any applicable fees. You agree that we have no obligation to execute or accept any payment order and we may reject any payment order for any reason without notice to you. We may limit the availability of our wire transfer services at any time, at our sole discretion. We will not be liable to you for damages or interest for failing or refusing to execute or accept a payment order even if you have paid us or have an Available balance for the amount of the payment order.

**Reliance on Account Numbers:** When you originate a wire transfer and you identify the beneficiary’s financial institution, an intermediary bank, or beneficiary by name and number, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named. Except as provided by applicable law, any losses resulting from an incorrect account number or your misidentification of the beneficiary is not our responsibility. You agree that payment for ACH and/or wire may be made solely by reference to the account number of the recipient. Neither we nor any other financial institution making or receiving such payments are obligated to determine whether a discrepancy exists between the name and the account number shown on the transfer information.

**Cutoff Times for Payment Orders:** We have a cut off time for the receipt of wire transfers. A wire transfer request received by us after the wire transfer cutoff time on a Business day will be processed the next Business day. We may change our wire transfer cutoff time and Business days. We may accept a payment order from you on a day that is not a Business day, but we will not process the wire transfer on a day that is not a Business day. Wire transfers are processed only on Business days.

**Security Procedures:** You agree to issue wire transfers in accordance with security procedures established by us from time to time and you agree that such security procedures are commercially reasonable and are not intended to detect errors in the wire transfer. You expressly agree to be bound by any wire transfer request, amendment and cancellations issued in your name and accepted by us in compliance with such security procedure, whether the wire transfer request, amendment or cancellation is or is not authorized.

**Amending or Canceling Payment Orders:** Except as specifically provided for in the disclosures you receive for a remittance transfer, if applicable (see the *Remittance Transfers* section), we are not obligated to act on a request by you to cancel or amend a wire transfer request issued by you but may do so at our option. Cancellations of or amendments to wire transfer requests, if accepted, must be received by us before the cutoff hour we establish. To be effective, an amendment or cancellation of a wire transfer request must be received at a time and in a manner to give us a reasonable opportunity to act on it before we execute

or accept your original wire transfer request. If we accept a cancellation or amendment of a wire transfer request, you hereby agree to indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, experienced by us as the result of our acceptance of the cancellation or amendment. We will determine what you must provide to us and how you must provide it in order for us to accept a cancellation or amendment. You agree that by complying with our directions for cancellation or amendment, that our directions for cancellation or amendment are commercially reasonable.

**Erroneous Payment Orders:** You could lose funds if you provide incomplete or inaccurate information in your payment orders. We have no obligation to detect errors you make in payment orders (for example, paying the wrong person or the wrong amount). Just because we detect an error once, we won't be obligated to detect future errors. We'll rely on the beneficiary account number and beneficiary bank identification number (e.g., IBAN, RTN, or SWIFT BIC) you provide with an instruction or order.

**Notice of Funds Transfers:** We notify you about funds transfers debited from or credited to your account by listing them on your account statement. In some cases, we may also notify you electronically or in writing. We're under no obligation to provide you with any additional notice or receipt.

**Receiving Funds Transfers:** Funds transfers are credited based solely on the account number specified in the payment order even if the name on the payment order differs from the name on the account. If you are receiving a funds transfer that was sent in a foreign currency, the funds will be converted to U.S. Dollars by an intermediary or correspondent bank before receipt by us and your account will be credited in U.S. Dollars.

**Your Duty to Report Unauthorized or Erroneous Funds Transfers:** You'll exercise ordinary care to determine whether a funds transfer from your account was either not authorized or inaccurate. You must notify us if a funds transfer from your account wasn't authorized or is inaccurate.

**Remittance Transfers:** If you are a consumer and you request a wire transfer primarily for personal, family, or household purposes to a designated recipient in a foreign country, your wire transfer is a Remittance Transfer. If applicable, you will be provided with certain disclosures when required by federal law during the transfer process, which include, among other disclosures, certain error resolution and cancellation rights. Remittance Transfers are governed by this Agreement and the Remittance Transfer disclosure that we may provide to you. The provisions of the Remittance Transfer disclosures shall control over any inconsistent terms between this Agreement and the Remittance Transfer disclosures that we provide to you.

If you are a business entity and not a consumer, and your account was not established for personal, family, or household purposes, you hereby acknowledge, agree, represent, and warrant that any and all wire transfers initiated by you to a beneficiary located in a foreign country, are for business purposes only and not for personal, family, or household purposes and are not subject to the provisions of the Electronic Funds Transfer Act and/or Consumer Financial Protection Bureau Regulation E.

**ACH Transactions:** These additional terms apply to payments to or from your account that via ACH:

- Your rights as to payments to or from your account will be based on the laws of the State of Georgia.
- You agree to be bound by the NACHA Operating Rules.
- 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.
- If we don't receive final settlement or payment, we're entitled to a refund from you for the amount credited to your account.
- Any Originating Depository Financial Institution (ODFI) may initiate, pursuant to NACHA Operating Rules, ACH debit entries to your account for presentment or re-presentment of Items you write or authorize.
- If you receive an ACH credit or debit entry that is designated as an International ACH Transaction under NACHA Operating Rules, we are required to review the transaction to make sure that it does not violate or conflict with U.S. law. This review may delay the posting of the ACH entry and the entry may not post to your account on the effective date of the entry.

**Limitation of Liability:** You acknowledge and agree that we are not liable for (and you release us from) any and all loss, liability, and/or damage caused by, arising out of, or resulting from (1) any inaccuracy, act, or failure to act on the part of any person who is not our employee, (2) your negligence or misconduct by you or any person that you have authorized to make a payment order, (3) any error you make in any information you provide us including, but not limited to, the date, name, account or other number, (4) your issuance of a duplicate payment order, (5) any act or omission of intermediary bank(s) or beneficiary bank, (6) our acting or relying on instruction(s) from person(s) who purport to be you or your authorized representative and who follow the security procedures, (7) any ambiguity in an instruction or directive given to us, (8) any errors, failures, or delays in the transmissions of payment order due to any third party processor, the inoperability of communication facilities, or circumstances beyond our control, including, but not limited to, wire services availability, weather, act of God, fire, power failure, electrical or computer or



Internet failure or interruption, civil disturbance, public health crisis, etc. **You also agree that we will not be liable to you or any other person or entity for compensatory, indirect, consequential, special, incidental, or punitive damages.**

In addition to other indemnity obligations in this Agreement, you agree to indemnify and hold us, our employees, agents, officers, and directors harmless for liability, (1) if the completion of a wire transfer request you issue contains errors or is a duplicate payment order, (2) your breach of this Agreement and/or (3) your negligent acts or omissions in connection with this Agreement.

If we are ordered to pay you for a delay or improper completion of an ACH or wire transfer as a result of our error, our liability will be limited solely to direct resulting loss, if any, which you incur, and payment of interest, if applicable.

## **ELECTRONIC FUND TRANSFER SERVICES (CONSUMER ACCOUNTS ONLY)**

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

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

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

- **Debit Cards** – using your debit card to make purchases, withdrawals, payments, transfers, and other transactions as described in the *Debit Cards* section of this Agreement
- **Transfers** – sending or receiving transfers between your accounts or to other recipients at United Bank or other financial institutions
- **Payments** – one-time or recurring payments from your account that you initiate or preauthorize for withdrawal from your account
- **Credits** – manual or automatic electronic deposits to your account, such as payroll or benefit payments
- **Electronic Check Conversion** – electronic funds transfer using information from a check (e.g., our routing number and your account number)

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

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

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

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

**Zero Liability Protection- for debit card transactions from consumer accounts:** Your card comes with Zero Liability protection, which provides you with more coverage than what Regulation E requires for cards accessing consumer accounts. Visit [accessunited.com](http://accessunited.com) or contact us for additional information.

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

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

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

### **Handling Preauthorized Payments**

**Right to Stop Payment:** If you have told us in advance to make regular (recurring) payments out of your account, you can stop any of these payments by using the information in the *How to Contact Us* section to let us know.

You must notify the bank orally or in writing in time for us to receive your request three Business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and to get it to us within 14 days after you call.

**Notice of Varying Amounts:** If the amount of these regular (recurring) payments vary, the party you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (The party you are going to pay may allow you to choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside limits that you set).

**Liability for Failure to Stop Payment:** If you order us to stop a preauthorized payment three Business days or more before the transfer is scheduled, and we do not do so, we will pay for your losses or damages.

NOTE: We cannot stop payment on a purchase transaction unless it is a preauthorized electronic fund transfer.

### **Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Check your online banking or mobile banking to find out whether an electronic transfer has been credited or debited to your account. You also have the right to contact us using the information in the *How to Contact Us* section.

You may authorize a merchant to electronically collect a fee associated with re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a Consumer account is covered by this section. When a merchant re-presents a check electronically, that transaction is NOT covered by this section. A description of the transaction will appear on your statement. Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign by the merchant.

**Receipts:** You can get a receipt at the time you make a transfer to or from your account using one of our ATMs or when you use your card at a merchant terminal.

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

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

**In Case of Errors or Questions about your Electronic Funds Transfers (Error Resolution):** If you see an error or have questions about your electronic transfers, suspect your statement or receipt contains an error, or you need more information about a transfer listed on an account statement or receipt, contact us using the information in the *How to Contact Us* section.

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

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

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

**Investigations:** We will determine whether an error occurred within 10 Business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we need more time, we will provisionally credit your account within 10 Business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business days, we may not credit your account.

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

We will tell you the results within three Business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## Other Account Services and Restrictions

**Telephone Transfers:** We may, but are not obligated, to perform a transfer for you via telephone. You agree that verification of your inquiry code (which may also be known as your privacy code or your access code) or verification of your identity using personally identifiable information prior to completing a telephone transfer is a sufficient and reasonable security measure and that such a verified transfer is an authorized transfer. You agree to notify us immediately if your inquiry code and/or personally identifiable information has been compromised. You may be required to change your inquiry code and/or close your account if your information becomes compromised. If you do not change your inquiry code and/or close your account if your information becomes compromised, you agree that we will not be liable to you or a third party for a loss that occurs from the use of your compromised information. You also agree that you have a duty to protect your account and should change your inquiry code and/or close your account if you believe your information has been compromised and/or may be used to complete transfers not authorized by you.

**Electronic Banking:** We provide a variety of electronic banking services, including but not limited to online banking and mobile banking. The terms and conditions of the electronic banking services will be disclosed to you in a separate agreement. The terms and conditions of those separate agreements are supplemental to this Agreement, except where there is a conflict in the terms, and in the event of a conflict, the terms of the electronic banking service will control. Electronic banking services may not be available for enrollment in the event that your computer specifications do not meet the requirements for use of the services. Your ability to access an electronic banking service may be suspended or terminated at our discretion. We may stop providing an electronic banking service without notice to you.

### Stop Payments

**Requesting Stop Payment on a Check:** You may ask us to stop payment on individual checks, or on two or more checks with consecutive numbers, if the Item or Items have not already been paid, at your request and at your risk. You may not stop payment on a point-of-sale transaction or an ATM withdrawal or transfer. A stop payment order must be received in time to give us a reasonable opportunity to act on it.

To issue a stop payment order on a check, we request the following information:

- Your name and account number
- The check number or range of numbers

- The check amount or amounts
- The payee(s) name(s)
- The date on the check(s)

The information must also be accurately reflected on the MICR line of the check. The MICR line is printed in a certain type of ink along the bottom of the check and includes our bank routing number, your account number, and the check number. If the information in the MICR line is not correct and/or is not printed in the appropriate ink and/or format, our systems cannot recognize the Item and a stop payment will not be effective. You agree that we cannot stop payment on the check if the information on the MICR line is not correct.

You may request a stop payment by mail, telephone, or in person at one of our bank offices. If you notify us by telephone, you may be required to confirm your stop payment order in writing within 14 calendar days, and if you do not provide written confirmation within such time, we may remove the order. You understand that we may accept or cancel the stop payment request from any of the owners or Authorized signers of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the Item has not already been paid or that we have had a reasonable opportunity to act on the request.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check.

**Stop Payment Orders on ACH Debit Entries:** If we have not already paid an ACH debit from your account, then at your request and risk we may accept a stop payment order on it. The stop payment order takes effect within three Business days. If you give us oral instructions, you may be required to confirm your stop payment order in writing within 14 calendar days and if you do not provide written confirmation within such time, we may remove the order.

To issue a stop payment order on an ACH debit, we request the following information:

- Your name and account number
- The amount of the ACH debit
- The company name and company identification number used by the sender of the ACH debit. You can obtain the company name and company identification number used by your sender from your statement by looking at a prior ACH debit from this sender that posted to your account.

If you do not know the amount of the ACH debit, we may still be able to place the stop payment order based on the company name and company identification number of the sender, but this may stop all ACH debits from this sender. If you give us the wrong company identification number, we may pay the ACH debit.

**Effective Period for a Stop Payment Order:**

- **A stop payment order on a check is valid for six months.** We may, in our sole discretion, elect to honor a stop payment order for a longer period of time without notice to you. You must place a new stop payment if you do not want us to pay the Item after the previous stop payment order expires. If the Item is presented after the order expires, we may pay the Item. You will be charged a fee every time you request a stop payment, even if it is a renewal of a previous stop payment request.
- **For recurring ACH debits on Consumer accounts,** a stop payment will remain in effect until the earlier of the withdrawal of the stop by you, the return of the debit entry, or where it applies to more than one debit entry relating to a specific authorization involving a specific originator, the return of all such debit entries.
- **For recurring ACH debits on Non-consumer accounts,** a stop payment will remain in effect until the earlier of the withdrawal of the stop payment by the receiver, the return of the debit entry, or six months from the date of the stop payment order, unless it is renewed in writing.

**General Terms:** If the information you provide us for the stop payment is incorrect or incomplete (i.e., if the information is not sufficient for us to match the check or ACH debit on which you wish to stop payment) our computer system may not be able to match the check or ACH debit with the stop payment request prior to such check or ACH debit posting to your account.

If we are subsequently able to identify the check or ACH debit as a match to your stop payment request during our reconciliation process, despite the missing or incorrect information (each such matched check or ACH debit), we will then reverse the posting of the matched stop payment Item and re-credit the funds to your account on the next Business day after it posted. During the interim between posting and re-credit, however, your Available balance will have been reduced by the amount of the check or ACH debit that posted and you will not have access to such funds.

You agree that we will not be liable to you for wrongful dishonor of any NSF Item (i.e., any check, ACH transfer, withdrawal or other debit Item that is not paid by us or is returned by us unpaid due to insufficient funds) during the period of time between the posting and re-credit of the matched stop payment Item, nor will we be liable for or obligated to waive any NSF or overdraft fee that may be charged to your account as a result of our return or payment of such NSF Item. You understand and agree that even if we honor your stop payment and return the check or ACH debit on which you have stopped payment, you may remain liable to the person to whom you issued the check or ACH debit or to a holder in due course.

You also understand and agree that if we fail to honor your stop payment order and pay the check or ACH debit on which you placed the stop payment, you must prove to us that you sustained a loss and we may only be liable to you for the lesser of the amount of the loss or the amount of the Item. You further understand that we have certain rights under the law that we may enforce and you may not be entitled to a refund of the amount of the loss or the check or ACH debit. Additional limitations on our obligation to stop payment are provided by law.

**Illegal/Fraudulent Activity:** You agree not to use your account for any illegal purpose, and you agree to comply with all applicable laws, rules, and regulations governing your account. You specifically agree that you will not use your account to conduct transactions relating to unlawful or illegal activity. If we suspect you are using your account for any illegal purpose, which may include but is not limited to deposit account fraud, elder abuse, kiting, and/or other schemes of fraud, you agree that we may take action we deem appropriate in our sole discretion including but not limited to closing the account, placing a hold on the funds in your account, blocking transactions, refusing to accept Items for deposit, or dishonoring Items presented for payment. We may also restrict your access to banking services, online banking, phone transfers, debit cards, or other access devices. In our discretion, we may allow or deny transactions or authorizations from merchants who may be engaged in or who appear to be engaged in illegal activities. You agree that you will not claim that we wrongfully dishonored any Item if we return an Item under the terms of this provision, nor will you claim we wrongfully paid an Item that was paid under the terms of this provision. We have the right to block or refuse any transaction that is or may reasonably be considered in violation of law.

**Multiple Signers:** If we establish an account for you which purports to require two or more signatures on any Items drawn on the account, you acknowledge that such provision is solely for your personal or internal control purposes and shall not be binding on us. You agree that we will not be liable for paying any Item lacking the number of signatures you may have stated on a signature card, resolution, or other account document. We do not inspect Items for multiple signature requirements.

**Stale or Postdated Items:** We reserve the right to pay or dishonor a check more than six months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay the check. We are not liable to you for paying any stale, or postdated check, and you agree to reimburse us for any loss we might suffer as long as we were not grossly negligent. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

**Facsimile Signature:** If you use an automatic check writing service, check stamp, electronically stored copy of your signature, or otherwise do not provide your personal signature on an Item (collectively a "facsimile signature"), you agree that you shall have sole responsibility for maintaining the security of any computer, stamp, or other device by which your signature is stored and/or affixed and that you shall bear the entire risk of unauthorized use of such service or device, whether or not you are negligent. You also agree that the treatment of each Item presented against your account through the use of such a service or device and our rights and obligations with regard to such check will be the same as if you personally signed or initiated the Item. You are responsible even if the size or color of the facsimile signature is different from that of any signature previously presented to us. We may pay the withdrawal and may charge your account for it. You agree to indemnify and hold us harmless (and we may charge your account) for all claims, costs, losses, damages, liability, or expenses, including attorneys' fees, that we may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature.

## Time Deposits (CDs)

We may refer to a Time Deposit as a CD or Certificate of Deposit, even though we don't issue a paper certificate when opening the account or require a paper certificate to close the account. CDs mature and are payable at the expiration of a specified term, which will be no less than seven calendar days after the date of deposit. The CD's maturity date is the last day of the term for the CD and is printed on your receipt. We shall have the right to redeem an automatically renewable account at the end of the term after providing notice to you of our intent to redeem prior to the date of such redemption.

**You may withdraw funds from your CD on the maturity date without a penalty.** During the 10 calendar days after the maturity date, which we refer to as a grace period, you can change the term, generally make withdrawals, or close the CD. You may be charged a penalty if you make a withdrawal at any other time.

**Unless you withdraw the funds, your CD will automatically renew at maturity:**

- Typically for the same term unless we inform at the time of account opening or prior to maturity of a different renewal term, and
- At our standard rate of interest in effect on the maturity date for a new CD of the same term, which may vary if the account is a variable rate IRA time deposit.

At renewal, in addition to the interest rate and renewal term, we may change any other CD provision, subject to providing you notice as required by law. If your CD does not automatically renew, it will not earn interest after the maturity date.

**Your time deposit may be pledged as collateral to secure an obligation payable to us.** You may not otherwise pledge your time deposit without our written consent. Your time deposit, even if pledged as collateral to us, may be subject to legal action, such as a tax levy, third party garnishment, levy, seizure, or forfeiture. Such legal action is subject to our right of setoff and security interest. Fees or expenses we incur in responding to legal action (including without limitation attorneys' fees and our internal expenses) may be charged against your time deposit. If you pledged your account as collateral to another bank, you cannot withdraw the funds until we receive a release from the lender, even if the account documentation states otherwise.

## Protecting Your Account and Your Information

**Protection Against Unauthorized Items:** You agree that there's a growing risk of losses resulting from fraud, including unauthorized Items. To help prevent fraud on your account, you agree to take reasonable steps to ensure the integrity of your account and Items drawn on your account or deposited to it. We recommend you take the following preventive measures (not an exhaustive list):

- Reconcile your account statements when received and promptly notify us of any problem.
- Promptly notify us if you don't receive an expected statement.
- Secure your supply of checks at all times, use tamper resistant checks, destroy checks you don't intend to use, and don't sign blank checks. Check-related fraud is common.
- Don't place outgoing mail in an unsecured mail receptacle.

### **Additional steps business customers can take to help reduce the risk of fraud on their accounts:**

- Assign responsibilities for your business account to multiple individuals and periodically reassign duties. Have different people reconcile statements and withdraw funds.
- Watch for checks cashed out of sequence or made out to cash as flags for embezzlement.
- Notify us immediately when an Authorized signer's authority ends so that their name can be removed from account access.

### **United Bank services to help prevent fraud on business accounts include:**

- Positive pay and
- ACH fraud filter.

In addition, we recommend you use certain industry best practices such as dual control. With dual control, when one user initiates an action like a payment, the action does not take effect until a second user approves the action using a different computer or mobile device.

### **Potential Consequences if a Business Customer Does Not Implement the Fraud Prevention Services We Recommend:**

If we have expressly recommended that you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice or (b) fail to use it in accordance with the applicable service description or our other applicable documentation, then you'll be treated as having assumed the risk of any losses that could have been prevented or mitigated by correct use of the recommended service or best practice.

**Account Information:** We have adopted a Privacy Policy regulating the use of information about your account. Subject to the terms of our Privacy Policy (as such Privacy Policy may be amended or changed, which Privacy Policy shall control in the event of any conflict with this Agreement) you agree that we may furnish our customer lists to others. We may also provide account information to: (1) any account information service(s) and/or any credit reporting agency, (2) to anyone who we reasonably believe is conducting a legitimate credit inquiry, subject to any applicable financial privacy laws or other laws or regulations, including without limitation, inquiries to verify the existence or condition of an account for a third party such as a merchant or credit bureau; (3) in response to any subpoena, summons, court or administrative order, or other Legal process which we believe requires our compliance; (4) in connection with collection of indebtedness or to report losses incurred by us; (5) in compliance with any agreement between us and a professional regulatory or disciplinary body; (6) to parties authorized by you to receive

your account information, which authorization may be oral, by email, electronic, and/or in writing; (7) to third party vendors that provide services we offer; and (8) to our bank holding company and any of its and/or our subsidiaries or affiliates.

You acknowledge that we provide for your convenience various methods by which you can obtain information on your accounts, and that our reasonable security measures cannot absolutely ensure against unauthorized inquiries. You acknowledge that our security measures are commercially reasonable.

You also agree that we will not be responsible for the release of information to anyone not authorized by you who has gained possession of your debit card or who has learned your identifying characteristics such as personal identification number (PIN), inquiry code, privacy code, account access code, account number, social security number, online banking and/or mobile banking passwords. You understand and acknowledge that you should create unique passwords for your bank account services and that using the same password on all your various accounts presents an inherent security risk to you, your bank account, and your private information. Failure to protect your password may result in loss to you, even if you did not authorize the transaction. Use of your password and/or other PIN, access code, etc., is authorized access.

**Credit and Other Reports:** You authorize us to obtain reports about you at any time from organizations such as consumer reporting agencies, check reporting services, and other credit reporting entities, and to provide them information. We may also obtain information from other state agencies and public records.

## Statements, Interest, and Other Information

**Account Statements:** Checking accounts receive a monthly account statement. Savings accounts generally receive a quarterly account statement but will receive a monthly statement for the month you have automatic transfers or electronic fund transfer activity in your account. If you request that we hold your mail, you agree that we have made your statements and Items available to you. Check images and other Items will be deemed to be made available to you when your statement is made available.

**Delivery of Account Statements:** We will send statements to your last known address or make them available electronically. For accounts with more than one account holder, statements sent or made available to any one account holder are deemed to be sent or made available to all account holders. Your statement will be deemed to be received by you three days after it is mailed or made available to you.

**Notices:** We may send you communications at the last address you gave us that is reflected on any of your accounts. We may also give you notice by electronic delivery by posting a notice on our website or electronic delivery to the email address in our records for you. Notice from us to you is effective when made, either by mail, email, or posted to our website, unless otherwise required by law. You agree that notices that are returned or determined to be undeliverable, are still effective and binding on you. You will send us any notice required to be in writing using the information in the *How to Contact Us* section. Do not send nonpublic private financial information to us via un-secure email.

**Returned or Undeliverable Account Statements or Notices:** If your statement is undeliverable, either by mail or email, your statement is still deemed to have been made available to you. If your mail is returned as undeliverable, you may be charged a fee. We may without notice discontinue making your statement available to you electronically. If your email is returned as undeliverable, we may mail your statement and you may be charged a fee. We may destroy or retain a statement that is returned or that we determine to be undeliverable.

**Check Copies:** We do not return physical paid checks to you. You can review and obtain copies of your checks through online banking if you have enrolled in online banking services. Checks may not be available online for the entire history of your account. We may provide copies of your checks in your account statement. You can request a copy of a check and we may charge you a fee. When a copy is unavailable or of poor quality, we are not liable to you for any claim, cost, loss, or damage of any kind. We owe you no duty to retain the original of any checks. You are responsible for notifying us promptly of any check errors, including unauthorized signature, lack of signature, alteration, or irregularity within the time periods described in review of account statements.

**Change of Information:** You agree to promptly notify us of any change in your name, address, telephone number, email, or taxpayer identification number. We may recognize a change provided by any owner on a joint account or any other person authorized on the account. It may take up to three Business days for the change to be effective. Unless you instruct otherwise, we may change the postal or electronic address only for the account(s) you specify or for all or some of your other account(s) with us.

### Your Responsibility to Review Account Statements and Notices and Notify Us of Errors

You are obligated to:

- Review your account statement and any Items reflected on the statement promptly and carefully.

- Notify us immediately of any errors.
- Notify us within 60 days after we have made your account statement available to you of any unauthorized transaction on your account. You agree that 60 days after we send a statement or make Items available is the maximum reasonable amount of time for you to review your statement of Items and report any problem or unauthorized transaction related to a matter shown on the statement or Items.

Except as provided by law with respect to electronic funds transfers, if you do not notify us of suspected problems or unauthorized transactions within 60 days after we send your statement or make Items available, you agree that you cannot make a claim against us relating to the unreported problems or unauthorized transactions, regardless of the care or lack of care we may have exercised in handling your account.

In addition, we may be relieved of any potential liability to you for multiple unauthorized signatures or alterations by the same wrongdoer if you do not notify us in writing within 14 days after your statement containing the first such irregularity was received or otherwise made available to you. No legal proceeding or action shall be brought by you against us to recover any amount improperly paid out of the account due to an unauthorized signature, alteration, or other defect unless (1) you have given the written notice provided above, and (2) such action shall have been commenced within one year after the date the statement containing such defect was made available to you.

**Consumer accounts only:** Electronic funds transfers are subject to different time periods for notification of errors, as described in the *Electronic Funds Transfer Services* section of this Agreement. Common examples of electronic fund transfers are ATM, debit card and electronic bill pay transactions.

**Unauthorized Transactions:** A transaction is an unauthorized transaction when it's:

- Missing a required signature or other evidence showing you have authorized it, or
- Altered (for example, the amount of a check or the payee's name is changed).

If there are any unauthorized transactions on your account (such as missing, stolen, or unauthorized checks), we may require you to close your current account and open a new one. If you do not do so, we are not liable to you for subsequent losses or damages on the account due to forgery, fraud, or other unauthorized use. When you open a new account, you are responsible for notifying any third parties that need to know your new account number.

You can notify us of errors on your account statements by promptly calling the telephone number on your account statement or submitting a written report (if instructed by us) as soon as possible, but in any event within the specified time frames.

**Actions We Take When You Report an Unauthorized Transaction:** We investigate any reports of unauthorized activity on your account. After you submit a claim, you agree to:

- Complete and return an affidavit and any other documents we require containing information concerning the transaction,
- Notify law enforcement,
- Cooperate fully with us in our investigation and any attempt to recover funds, and
- Assist us in identifying and prosecuting the suspected wrongdoer(s).

You agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to provisionally credit your account, unless otherwise required by law. We can reverse any credit made to your account resulting from a claim of unauthorized transaction or error if you don't cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration, or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care. We are not liable to you for special or consequential losses or damages of any kind, including loss of profits and/or opportunity or for attorneys' fees you incur.

**Consumer accounts only:** Electronic funds transfers are subject to different time periods for notification of errors, as described in the *Electronic Funds Transfer Services* section of this Agreement.

**Adverse Claims Against Your Account:**

An adverse claim occurs when:

- Any person or entity makes a claim against your account or funds in your account,



- We believe a conflict exists between or among your account's owners, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility or liability to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we're satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Pay the funds into an appropriate court.

You agree that we may take any action we deem necessary and appropriate, including but not limited to holding the funds in the account pending a declaratory judgment, if we question whether you are entitled to the funds in the account for any reason. For example, if you deposit a check payable to another person who has not endorsed the check or if funds are electronically deposited to your account and you are not the named beneficiary of the electronic payment, you will not claim that we wrongfully dishonored Items that were presented to us and returned by us while such a dispute was pending.

We may also block, restrict, decline, or prevent transactions to or from your account if we, in our sole discretion, deem such action necessary to protect you or us or to comply with any law or other legal requirements. We will have no liability to you if we take such action to restrict or prevent transactions.

We may also charge any account you keep with us for our fees and expenses in taking these actions (including attorney's fees and expenses, and court costs).

**Conversion of Account Type:** We can convert your account to another type of deposit account (by giving you any required notice) if:

- You use it inappropriately or fail to meet or maintain the account's requirements, or
- We determine an account is inappropriate for you based on your use, or
- We stop offering the type of account you have.

If your account is classified as a Consumer account and it becomes evident from the type, frequency, payees, payors, or by some other identifiable account activity that you are using the account to conduct business or participate in other non-consumer activities on a recurring basis, including but not limited to running a sports association, a civic club, or a church, we expressly reserve the right to convert your account to a Non-consumer account. Conversion of your account may result in additional fees and the loss of certain consumer only protections such as debit card protections.

Conversion of your account type may require you to provide additional documentation for that account, including but not limited to trade name registration, employer identification number (EIN), minutes, or resolutions. If you are unable to provide such requested documentation, we may close your account.

### **Communications About Your Account**

**Contacting you for servicing and collection:** We may contact you by phone, text, email, or mail to service your account or collect amounts you owe us. You will provide us accurate and current contact information. We may contact you at any address, phone number, or email you provide.

**Monitoring communications:** You agree that we may record, monitor, and retain your communications with us regarding your account. However, we are not obligated to do so and may choose not to in our sole discretion. Monitored and recorded communications include phone conversations, electronic messages and records and other data transmissions. You agree that we may use video recording in our lobbies, at our ATMs, and/or to deliver services to you via ITM, or other service, and that you consent to being recorded.

**Account Disclosure:** Please refer to the applicable Truth in Savings Account Disclosure for your specific account for a description of the terms under which balances in your account will earn interest, how to obtain the interest rate and applicable Annual Percentage Yield and compounding and crediting of interest. The Truth in Savings Account Disclosure may also contain minimum balance requirements and other pertinent information related to the account. The information found in your Truth in Savings Account Disclosure may change from time to time. We may also change your interest rate. If the minimum balance requirements, or other items change in a manner that would adversely affect you, and you have a Consumer account, we will provide you with written notice as required by law. Any language in the Truth in Savings Account Disclosure is agreed to be additional terms to this Agreement only to the extent that any language on the Truth in Savings Account Disclosure is not in conflict with this Agreement and if there is a conflict in terms, the Truth in Savings Account Disclosure will prevail.

Whenever you open a demand deposit account, any other form of account allowing check access, or savings account, a signature card or other account record is provided which may contain language intending to govern the relationship between you and us with regard to the specific account. Any language on any such signature card or other account record is agreed to be additional terms to this Agreement only to the extent that any language on any such signature card or other account record is not in conflict with this Agreement.

## Closing an Account

**You can request to close your account at any time** if the account is in good standing (for example, it does not have a negative balance, or restrictions such as holds on funds, legal order holds, or court blocks). At closing, we'll assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero. All outstanding Items need to be processed and posted to your account and all deposits collected and posted to your account before it closes, or Items will be returned unpaid afterwards. You must cancel recurring payments or recurring withdrawals (for example, bill payments and debit card payments) from your account, otherwise they may be returned unpaid after the account closes.

**We may close your account at any time**, with or without cause and with or without notice. If your balance remains at zero for one month, we reserve the right to consider your account closed and to close it on our system. You will pay any fees and costs for closing the account, as well as any outstanding Item. You will not claim we wrongfully dishonored Items we return unpaid on or after the day the account was closed. At our discretion, we have the authority to pay an otherwise properly payable check which is presented after the closing of your account. If we receive an electronic credit or payment to you or to your account after your account has been closed, you agree that we may either return the credit to the sender or credit your account for the amount of the payment or deposit. If we post the credit or deposit to your account, you also agree that we may setoff against the balance in the account after we post the credit or deposit to recover any debt that you might owe to us. We won't be liable for any loss or damage that may result from not honoring Items or recurring payments that are presented or received after your account is closed. Our rights and your obligations survive any closing of the account or termination of this Agreement.

**Dormant Accounts and Abandoned Property:** Generally, an account with a positive balance becomes dormant if you do not initiate an account-related activity (as determined by the laws governing your account) for a specified period of time.

In order to protect your funds, you agree that if we have deemed your account to be dormant, we may refuse to pay Items drawn on or payable out of the account until you have reestablished contact with us.

Unless otherwise prohibited by law, you agree that we may charge a dormant account fee on dormant accounts in addition to regular maintenance and other applicable fees. Interest may or may not be paid on dormant interest-bearing accounts, depending on applicable legal requirements, and we may stop sending statements on dormant accounts. Unless otherwise required by applicable law, you are not entitled to recover any fees or unpaid interest, even after you reestablish contact with us.

If you do not initiate an account-related activity within the time period specified by state unclaimed property laws and you fail to respond to any United Bank outreach to confirm your awareness of and interest in the account funds, we will transfer the balance in your account as abandoned property to the state in accordance with applicable law. This transfer is known as escheat. If your account becomes escheatable, your account will be closed, and account statements will no longer be available. To recover your funds, you must file a claim with the state. You agree that we are relieved of all responsibility if your account balance is escheated in accordance with applicable law.

## ARBITRATION AGREEMENT (WAIVER OF JURY TRIAL) AND CLASS ACTION WAIVER

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

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

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

(c) Covered Claims: "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to the Agreement, your account, any debit card or similar card, any account transaction or attempted transaction (including deposits, payments, transfers and withdrawals, whether by check, card, ACH or otherwise), Overdraft Service, any Line of Credit Service or Sweep Account Service, non-sufficient funds and overdraft items, and the advertising, disclosures, practices and procedures related to the foregoing, if such claim, dispute or controversy cannot be resolved without a lawsuit or arbitration proceeding; provided, however, that "Claim" does not include any claim, dispute or controversy that would otherwise be covered by the foregoing definition but which is prohibited from such coverage by the federal Military Lending Act or its implementing regulations. "Claim" includes disputes arising from actions or omissions prior to the date of this Agreement (or prior to the time this Arbitration Provision becomes part of the Agreement). "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, except as provided in the next sentence, it does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subparagraph "g" below, captioned "Prohibition Against Certain Proceedings" (the "**Class Action Waiver**"), the final sentence in subparagraph "m" below, captioned "Severability," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this Agreement as a whole.

(d) Starting an Arbitration: To the extent permitted by the Federal Arbitration Act (the "**FAA**") and any other applicable federal law, arbitration may be elected by either party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a related or different Claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration against the other party. We will not demand to arbitrate an individual Claim that you bring against us in a court that allows for small claims, as defined by the laws of the State of Georgia, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration. Subject to subparagraph "g" below, captioned "Prohibition Against Certain Proceedings", any party who desires to assert multiple Claims must assert all such Claims in a single lawsuit or arbitration; the defending party must demand arbitration with respect

to all or none of such Claims; and if the defending party wishes to bring any counter-Claims, such counter-Claims must be asserted in the same lawsuit or arbitration that will resolve the initial Claims.

(e) Choosing the Administrator: “**Administrator**” means the American Arbitration Association (“**AAA**”), 2200 Century Parkway, Suite 300 Atlanta, GA 30345, [www.adr.org](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 reasonably 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.

## Additional Terms and Services

**Governing Law/Jurisdiction/Severability:** This Agreement contains an arbitration clause and a class action waiver. This Agreement will be governed by the laws and regulations of the State of Georgia and the United States. Any lawsuit regarding your account must be brought in a proper court of the State of Georgia. You hereby submit to the personal jurisdiction of the State of Georgia. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

### Right of Setoff and Security Interest

We have the right to apply funds in your accounts to any indebtedness you owe us. This is known as setoff or offset. You consent to and grant us a security interest in your accounts. You agree that all accounts in your name alone and all joint accounts with other persons may, at our option, and without notice to you, be used to pay any and all indebtedness, including but not limited to loans, loan installments, overdrawn account(s), fees, expenses, and/or any other indebtedness owed us by you or any joint owner, whether the indebtedness is direct or indirect, absolute or contingent, due or to become due, existing now or occurring later, and whether the indebtedness is several and the account is joint, or the debt is joint and the account is several. Indebtedness also includes any amounts for which we become liable to any governmental agency or department or any company as a result of recurring payments credited to any of your accounts after the death, legal incapacity or other termination of entitlement of the intended recipient of such amounts. We are authorized at any time to charge any such indebtedness against your account, without regard to the origin of deposits to the account or beneficial entitlement to monies deposited, unless prohibited by law. If you are indebted to us, we may use funds from all accounts, except those protected by state or federal law, to satisfy our right to setoff. When we setoff your indebtedness, we reduce the funds in your account by the amount of the indebtedness. This may cause your account to be overdrawn and incur a fee. We are not required to give you notice before we exercise our right to setoff and reduce the funds in your account.

Our right to setoff may also be granted under an outside agreement, including but not limited to a security instrument, note, loan agreement, personal guarantee, or a certificate of deposit. Any right to setoff granted under an outside agreement may be exercised in addition to our rights of setoff under this Agreement.

Any Item payable to you, even if you intend that such Item be assigned to another party or paid at a later date, may be negotiated and applied to any indebtedness you have regardless of your intent. We may redeem a certificate of deposit as setoff regardless of the maturity date. If your account is an unmaturing time account (or CD), then we may deduct an early withdrawal penalty. This may be due as a result of our having exercised setoff.

The terms of this Agreement should in no way be construed to limit and/or modify our right to setoff as determined by law.

**Consumer accounts only:** Our right to setoff extends to any federal or state benefit payments (including Social Security benefits) deposited to your account. If we are obligated to return any federal or state benefits deposited to your accounts after you are no longer eligible to receive them, we have the right to setoff against any of your accounts to recover the payments you were ineligible to receive. Our right of setoff will not apply if it would invalidate the tax-deferred status of any tax-deferred retirement account (e.g., a SEP or an IRA) you maintain with us.

**Legal Process:** We may accept and act on any Legal process that we believe to be valid, without any liability by us to you, whether the process is served in person, by mail or by other legally allowable means at any of our offices and irrespective of whether issued by a court with jurisdiction over us or served on a person authorized to receive service of process on our behalf. We may charge your account a Legal process fee for each order. The Legal process fee may be in addition to other costs and/or expenses levied against your account as allowable by law. You agree to pay our fees and expenses for research and copying of documents and all other expenses, including administrative expenses, we incur in responding to any Legal process related to your account. These may include attorneys' fees. We may deduct these fees and expenses from any of your accounts without prior notice to you.

Any Legal process or other levy against your account is subject to our right of setoff and any security interest we have in the account. If a bankruptcy or similar proceeding is filed by or against any account owner, we may place a hold on part or all of the balance while we seek to have the automatic stay lifted. If we receive any Legal process related to or seeking funds or information pertaining to your account, you acknowledge and agree that you are solely responsible for appearing before the authority that issued or otherwise has jurisdiction over such Legal process and invoking any exception, exemption, objection, defense, or other protection you believe may be available to you and that we are not required to make a determination as to the availability or viability of any such exception, exemption, objection, defense, or other protection.

**Liens or Attachments:** Following receipt by us of any notice of lien, process of attachment, garnishment or other proceeding relating to you or your account, whether individual or joint, we are authorized, without notice to you or any joint owner of the account, unless otherwise required by law, to withhold payment of so much of the balance in the account as may be the subject of such notice or process and/or the amount as required by law, and to pay such amount to the court or creditor, in accordance with applicable state or federal law. We have no responsibility to you or any joint owner for such withholding or payment or for refusal to honor withdrawals or checks made by you or any joint owner. If we are required to advance funds on your behalf and your account contains insufficient funds to cover such payment, you agree you are liable to us for the funds advanced on your behalf.

**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.

**Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns.

**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

**Gender/Singular-Plural:** Any references in this Agreement to gender include masculine, feminine and neuter. Unless otherwise indicated by the context, any singular references include the plural and any plural references include the singular.

**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 use the account, or continue to maintain your account with us, 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 close your account.

**Fees and Expenses:** You agree to pay for various services and for various account fees in accordance with our Fee Schedule, as in effect from time to time. Our Fee Schedule describes the costs and fees associated with our accounts and services. We may change costs and fees by updating the Fee Schedule. By continuing to use the account or keeping it open, you agree to the revised Fee Schedule. All fees are due immediately and all account holders are jointly and severally liable for such fees.

We may charge your account for any such fees and expenses without any notice to you. You agree that we may debit fees and expenses to your account even if it causes your account to go into overdraft.

**Responsibilities and Liabilities Between United Bank and You:** We process the majority of Items using electronic systems. You understand that we do not as a general rule manually inspect Items presented for payment on your account and that using electronic systems to process Items is commercially reasonable.

**Indemnification/Limitation of Liability:** Unless prohibited by law, you agree to reimburse us for any losses, liabilities, and expenses (including our reasonable attorneys' fees) we may incur in connection with your account, except to the extent they are caused by our failure to comply with the legally required standard of care. **YOU AGREE THAT WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

We will not be responsible for any loss to you caused by an event which is beyond our control, including, but not limited to, natural disasters, public health crisis, wars, riots, strikes, computer failure, or the loss of power, communication, or transportation facilities. Without limitation on any other indemnification provision in this Agreement, you will indemnify and hold us harmless from, any and all losses, damages, costs, and attorneys' fees that we incur because of your failure to abide by any of the terms in this Agreement. You agree to pay our attorneys' fees and costs, in addition to any obligations described above, in the event that we shall prevail in any legal proceeding arising out of your account or this Agreement.

**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.

**Termination:** Closure of all your accounts is termination of this Agreement; however, this Agreement will continue to govern matters relative to your account(s) in the event of a dispute.

## NOTICE OF NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using a night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

- Prepare for your transactions in advance (for instance, by completing a deposit slip) to minimize your time at the night deposit facility.
- Mark each transaction in your account record, but not while at the night deposit facility.
- Compare your records with the account statement you receive.
- Do not leave any documents at a night deposit facility.
- Don't accept assistance from anyone you don't know when using night deposit facility.
- We want the night deposit facility to be safe and convenient for you. Please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to us and the local law enforcement immediately.

## Our Privacy Commitment To You (Privacy Policy)

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some sharing, but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and transaction history
- Credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. Below, we list the reasons financial companies can share their customers' personal information; the reasons United Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does United Bank share?	Can you limit this sharing?
<b>For our everyday business purposes:</b> such as to process your transactions and maintain your account(s), including sharing this information with third-party vendors, to respond to court orders and legal process, or report to credit bureaus and check systems	Yes	No
<b>For our marketing purposes:</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	No
<b>For our affiliates' everyday business purposes:</b> information about your transactions and experiences	No	No
<b>For our affiliates' everyday business purposes:</b> information about your creditworthiness	No	No
<b>For our affiliates to market to you</b>	No	No
<b>For non-affiliates to market to you</b>	No	No



<b>Who We Are</b>	
<b>Who is providing this notice?</b>	United Bank Corporation and United Bank
<b>What We Do</b>	
<b>How does United Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does United Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or deposit money</li> <li>■ pay your bills or apply for a loan</li> <li>■ use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ United Bank has no affiliates.</li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ United Bank does not share with non-affiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ United Bank doesn't jointly market.</li> </ul>

# Fee Schedule



The fees listed below reflect our standard miscellaneous fees and charges. For some types of accounts, certain fees are waived.

<b>ATM Related Fees</b>	
Foreign Terminals (Non-United Bank ATMs)	\$1.50 per transaction
<b>Card Replacement Fee</b>	\$10.00 per card replaced \$50.00 per rush order (includes expense of priority mail)
<b>Chargeback Fee (Returned Deposit Item Fee)</b>	\$10.00
<b>Check Printing</b>	Fee depends on style ordered
<b>Collection Items</b>	
Domestic	\$25.00 per item
Foreign	\$50.00 per item
<b>Dormant Account Fee</b>	\$60.00
<b>Foreign Currency</b>	\$15.00 per transaction
<b>Night Deposit</b>	
Locking Bag	\$15.00 per bag, per year
<b>Non-sufficient Funds (NSF) or Overdraft Fee</b>	\$33.00 per NSF or Overdraft Item
<b>Official Checks</b>	
Customer	\$5.00 per check
Non-customer	Not sold to non-United Bank customers
Lost or Stolen Check	\$35.00 per check
Dormant Check	\$60.00 per check
<b>Research (General)</b>	\$25.00 per hour \$3.00 per statement
<b>Restricted Account Fee</b>	\$5.00 per month, per account
<b>Safe Deposit Box</b>	
Annual rental fee	Fee depends on size of box rented
Drill Fee (if keys are lost or box is abandoned)	\$250.00
Replacement or Duplicate Key	\$20.00
<b>Statement Requests</b>	
Statement	\$3.00 per statement
Item Copies	\$1.00 per item
Hold Statement Request	\$10.00 per statement period
<b>Stop Payment Fee</b>	\$35.00 per stop payment order
<b>Subpoenas/Garnishment/Legal</b>	
Research	\$25.00 per hour
Copies (non-statements)	\$1.00 per page
Statements	\$3.00 per statement
Garnishment	Fee allowable by law
Request for Production	Fee allowable by law
Other Expenses	At cost
<b>Sweep Transfer Fee</b>	\$5.00 per sweep
<b>Undeliverable Mail</b>	\$5.00 per month, per account
<b>Wire Transfers (for customers only)</b>	
Domestic (Incoming)	\$15.00 per wire transfer order
Domestic (Outgoing)	\$25.00 per wire transfer order
Domestic (Outgoing) via AccessBusiness	\$15.00 per wire transfer order
International (Incoming & Outgoing)	\$50.00 per wire transfer order

If you have any questions, please visit your nearest United Bank office or contact us at 770-567-7211.

## Non-Consumer Account Disclosures

**Account Type:** The laws of the United States and the laws of the State of Georgia mandate certain protections for consumer accounts. Consumer accounts are for personal, household use. Non-consumer accounts do not receive the same protections.

**Right to Require Documentation and Taxpayer Identification Number:** You may be asked to provide documentation evidencing authorization to open, maintain, or close an account, as well as documentation authorizing signatories. All Non-consumer accounts require a taxpayer identification number. You may be asked to provide your Social Security Number (SSN) or Employer Identification Number (EIN). You may be required to provide an EIN even though your organization does not have employees.

**Debit Card:** We issue you a debit card ("card") only in response to your oral or written request. When you get a card from us, you'll receive additional terms and conditions. You should not give your card to any unauthorized user. Visa's Zero Liability protection may apply to certain business card transactions. Regulation E protections do NOT apply to non-consumer cards.

**Notice of Your Rights and Liabilities:** Tell us AT ONCE if you believe your card, card number, or PIN has been lost or stolen, or otherwise compromised.

You agree:

- To assist us in the investigation of claims for unauthorized transactions and related prosecution by completing the appropriate statements and reports reasonably requested by us;
- To notify us promptly if any user of a card is no longer employed by you or authorized to conduct business on your behalf;
- That by allowing anyone to use your card, or by failing to exercise ordinary care (such as storing your PIN with your card or selecting your birthday as you PIN), you will be responsible for all authorized and unauthorized transactions;
- That all of the provisions of this Agreement, including liability limitations and the requirement that you give us notice of unauthorized Items within 60 days, apply to your EFT services.

You are not liable for certain unauthorized card transactions if you notify us within the required time frames. However, these special provisions do not apply where you were grossly negligent or fraudulent in the handling of your account or card, where you have given someone else your card, card number or PIN, or where you delay reporting unauthorized transactions for more than 60 days.

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

**e-Statements:** You may elect to receive e-statements rather than paper statements. You may discontinue e-Statements at any time. You are required to notify us that you wish to discontinue your e-Statements service. We may terminate your e-Statements service at any time without notice to you. ***If your e-Statements service is terminated for any reason, you may incur account charges. In addition, requests for printed statements are subject to a fee.***

**ACH Transfers and Wires:** Any unauthorized transfers made from your account should be reported no later than one Business day after the unauthorized transfer. You should be diligent in reviewing your accounts for unauthorized transfers. The remedies for unauthorized transfers are limited for Non-consumer accounts. **Failure to report an unauthorized transfer within one Business day after the unauthorized transfer may result in loss to you.** We are not responsible for damage or loss incurred due to your failure to diligently monitor your account and report unauthorized transfers. See the *Protecting Your Account and Your Information* section for additional information.

## Glossary

**Authorization hold:** occurs when we approve a request from a merchant or financial institution to authorize a transaction you make with your debit card, and we place a hold on your funds in the amount requested. An Authorization hold is a pending transaction and will affect your Available balance.

**Authorized signer:** a person who is not an account owner and has actual or apparent authority to use the account, including depositing, withdrawing, or exercising control over the deposits in the account. You may have granted an Authorized signer additional rights which will be binding upon you as an act of your authorized agent.

**ACH (Automated Clearing House):** ACH, which may also be referred to as automatic payments, are funds transferred to or from your account through an automated clearing house network. Common examples include direct deposits of payroll, pension, or government benefits such as Social Security.

**Available balance:** our most current record of the amount of money in your account available for your use or withdrawal. For more information, see the "Available Balance" section in this Agreement.

**Business day:** every day except Saturday, Sunday, and federal bank holidays.

**Consumer account:** any deposit account which is established and kept for personal, family, or household purposes and isn't intended for business use. A Consumer account can be owned by one or more individuals.

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

**Debit card transaction:** may be either an everyday (not recurring) purchase transaction, a recurring payment, or an ATM withdrawal or transfer.

**Item:** any order, instruction, or authorization to withdraw or pay funds or money from or to an account. Examples include, but are not limited to, a check, draft, ACH, wire transfer, bill payment, ATM/ITM withdrawal or transfer, teller cash withdrawal, card transaction, online or mobile transfer, fee, charge, or other amount that is added to or subtracted from your account.

**Legal process:** a subpoena, restraining order, injunction, writ of attachment or execution, levy, lien, garnishment, tax withholding order, search warrant, forfeiture, or other similar order, issued by a court or government agency.

**Non-consumer account:** any deposit account which isn't established and kept for personal, family, or household purposes. Common examples of ownership include an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a nonprofit corporation, an employee benefit plan, or a governmental unit. This also includes any other Non-consumer account, including but not limited to a sports association, a civic organization, or a church.

**Overdraft:** an Available balance of less than \$0 in your account.