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TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or requests a loan.

What this means for you: When you open an account or request a loan, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

We may ask our established customers for identification and we will use this information to update our files.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state or commonwealth of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular. Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Maryland"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

In Maryland, "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or convenience signer.

In South Carolina, "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

Information Sharing - Our consumer privacy policy describes personal information that we collect about you, including your name, address, telephone number, information we receive from consumer credit reporting agencies and other sources. The policy also addresses the information that we may share about you to our affiliates. A separate copy of our consumer privacy policy will be provided as part of your account opening records. You may also obtain a copy at any time by contacting our Customer Service Center toll-free at 1.800.327.9862, visiting or calling your local branch location or by visiting us at: www.bankwithunited.com. You may also change your privacy preferences at any time by calling the toll-free number listed in our privacy policy. We may take as long as thirty (30) days from our receipt of your privacy choices to process your request.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. We may make these deductions at any time without prior

notice to you or request from you. If there are not enough funds in your account to cover the amounts you owe us, we may overdraw your account, without being liable to you. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Timing of Transactions - Every day is a business day except Saturday, Sunday or federal holiday. We will post deposits, withdrawals and other transactions received on a business day until the close of business. The hours of operation for any branch may vary by date and location. Any transaction received after the close of business or on a non-business day (Saturdays, Sundays and federal holidays) will be posted on the next business day.

Multiple Signatures - In the event that multiple signers are authorized for an account, we may act on the oral or written instruction of any one of the authorized signers on the account. Each signer may make withdrawals, write checks, transfer funds, stop payments, obtain other services and otherwise give us instructions regarding your account. We shall not be liable for, and do not assume a duty to enforce, multiple signature requirements separately agreed to by or among any signature owners and/or authorized signers of the account. If you elect to require multiple signatures on your checks or other account records that will be required for withdrawal of funds from your account, any such election is for your own internal procedures and cannot be required or enforced by us.

Facsimile Signature - The use of any facsimile signature (by rubber stamp or other mechanical means) is solely for your convenience and benefit. We may refuse at any time to accept a request for the use of a facsimile signature on your account. If using the facsimile signature, you authorize us to pay items on your account and you will assume full responsibility for the payment of any check, draft or other written order regardless of by whom or by what means the item was created.

You also bear full responsibility for maintaining the security of any facsimile signature device.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

In the District of Columbia, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - Except as otherwise provided by law, these rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any and all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

In the District of Columbia, RIGHTS AT DEATH - Single-Party Account - At the death of a party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account With Pay-on-Death Designation - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

In Ohio, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In Maryland, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Unless contrary direction is given in this account agreement, upon the death of a party, the funds in a multiple-party account shall belong to the surviving party or parties.**

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In Pennsylvania, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In North Carolina, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship - You intend and agree that regardless of whose funds are deposited in the account, that upon your death the balance in the account will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with right of survivorship. This agreement is governed by North Carolina General Statutes § 53C-6-6.

Personal Agency Accounts - Such an account allows you to name an agent who will have authority to make withdrawals from the account by check or otherwise and indorse checks payable to you for deposit only into the account and otherwise make deposits. In addition, you may elect to extend the authority of your agent so your agent may act notwithstanding your subsequent incapacity or mental incompetence.

Your agent's authority would then end at such time as the agent receives notification from a qualified guardian or duly appointed attorney-in-fact. If you do not extend the authority of your agent, then your subsequent incapacity or mental incompetence will terminate the authority of your agent. This agreement is governed by North Carolina General Statutes § 53C-6-8.

Joint Account - No Survivorship - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person.

Payable on Death (POD) Account - A beneficiary cannot withdraw unless: (1) the person creating the account dies, and (2) the beneficiary is then living. The person creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time. This agreement is governed by North Carolina General Statutes § 53C-6-7.

In South Carolina, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

In South Carolina, RIGHTS AT DEATH - Single-Party Account - At the death of a party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties. The last surviving party owns the entire account.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account With Pay-on-Death Designation - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

In Virginia, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend and agree that on the death of a party to the account, the deceased party's ownership in the account passes to the surviving party or parties to the account. This is subject to any previous pledge to which we have agreed. If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. Each of you intend that when you die your interest in this account will pass as a part of your estate under a will, trust, or by intestacy. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In West Virginia, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship - If such an account ownership is selected, each joint tenant intends and agrees that the account balance upon his or her death shall be the property of the surviving joint tenant, and if more than one survives, they shall remain as joint tenants with right of survivorship between them.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In West Virginia, NOTICE TO JOINT ACCOUNT HOLDERS - This provision does not apply to joint accounts if the signatures of all of the account owners are required to make a withdrawal.

This joint account is payable in both your name "or" in the name of the other person(s) listed on the account (Example "Mr. Smith or Mrs. Smith").

Please be advised and forewarned that:

- All the money in this joint account may be withdrawn by anyone named on this account; or may be pledged as security for a loan or debt by anyone named on the account.
 - UNLESS, prior written notice is given to the bank not to permit it.
- Despite any notification to the bank
 - The bank may pay the entire account balance to a creditor or other legal claimant pursuant to legal process.

In Georgia, branches operating under the United Bankshares name are in fact United Bank branches. United Bank is a bank chartered by the Commonwealth of Virginia and maintains its main office in Fairfax, Virginia. United Bank branches in the State of Georgia operate using the trade name of United Bankshares. **OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

MINOR ACCOUNT - At our discretion we will open accounts that are jointly owned by the minor and a person that is of legal age. Any such accounts will be treated as a joint account and each party will have full rights to transact deposits and withdrawals. Please refer to the joint account section of this agreement for the state in which you are opening the account for additional terms and conditions. The non-minor account holder agrees to indemnify us and hold us harmless from and against any and all loss, costs, damage or liability (including but not limited to reasonable attorneys' fees) realized or incurred as a result of the activities of the minor.

Uniform Transfers to Minors Account (UTMA Account) - Such an account is owned by the minor who received the funds as a permanent (irrevocable) gift. A custodian controls and manages the account for the benefit of the minor. We may, however, disclose information about the account to the minor or the minor's representative. The legal definition of a minor may vary by state. One custodian and one minor are allowed per account; provided, however, that certain exceptions pursuant to applicable state law may apply. You may wish to consult your tax advisor or attorney before opening a UTMA account. Once the minor reaches the age of majority as defined by state law in which the account was opened, we may allow the funds to be withdrawn by the minor in accordance with the custodian's duty without waiting for instructions from the custodian.

Estate Account - Accounts that are opened by a fiduciary on behalf of a formal estate must have a separate Taxpayer Identification Number issued by the Internal Revenue

Service (IRS). Additional documentation will be required to open, in the name of the estate, any such account.

Electronic Documents - You agree, in your individual capacity, or in your capacity as an authorized signer for an entity or another person, as applicable, that any document we provide or are required to provide to you in writing in connection with your account, including but not limited to the account agreement, statements, notices and any other documents, may be provided to you electronically following your consent to receive them electronically. You agree that the electronic or other records we maintain shall be treated and have the same legal effect as any original document. You further agree that if your copy of the document(s) become lost or destroyed, any such event does not alter your agreement to the terms and conditions of the electronic documents.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

In Georgia, Maryland, North Carolina, Ohio, Pennsylvania, Virginia, and West Virginia, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

We are not liable for the payment of a check, following the receipt of a stop payment request, if the check is presented electronically (such as a substitute check, converted check, remotely created check, or imaged check) and does not contain the check number. We will charge you the standard stop payment fee regardless of whether or not we are able to honor the stop payment you requested when it was out of our control (such as the check had already cleared your account, the information on the check was not the same as the information you provided or the check number was missing).

In District of Columbia and South Carolina, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us.) Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

We are not liable for the payment of a check, following the receipt of a stop payment request, if the check is presented electronically (such as a substitute check, converted check, remotely created check, or imaged check) and does not contain the check number. We will charge you the standard stop payment fee regardless of whether or not we are able to honor the stop payment you requested when it was out of our control (such as the check had already cleared your account, the information on the check was not the same as the information you provided or the check number was missing).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the

same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

FDIC INSURANCE COVERAGE - The Federal Deposit Insurance Corporation (FDIC) protects the depositors of insured banks against the loss of their deposits due to a bank failure. The standard insurance amount is \$250,000 per depositor. **In Georgia, branches operating under the United Bankshares name are in fact United Bank branches.** It is important for you to know that United Bank is one bank regardless of whether you maintain your account at a United Bank branch outside of Georgia or at a United Bankshares branch within Georgia. Specifically, for purposes of your FDIC insurance coverage, United Bank and its United Bankshares branches in Georgia are viewed together as a single bank. If you hold one or more accounts maintained at a United Bank branch outside of Georgia and you also hold one or more accounts maintained at a United Bankshares branch within Georgia, all of these accounts are seen as being held at a single bank and are restricted to the standard insurance amount of \$250,000 per depositor, per insured bank, for each account ownership category.

AMENDMENTS AND TERMINATION - We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason except as prohibited by law. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

ACCOUNT ERRORS AND ADJUSTMENTS - All items received for deposit are subject to verification and collection. We may adjust your account if there are computation errors - for example, if you added your checks incorrectly and deposited more or less than you thought. If we need to investigate an improperly endorsed check or obtain an endorsement, we may place a hold on your account until we can resolve the matter. You will receive provisional credit for all items posted to your account or cashed against your account and may be revoked if payment of the item is not received or an incorrect amount is used. We may make adjustments to your account whenever a correction or change is required within a reasonable time after discovery. Such errors or adjustments may include, but are not limited to, deposit amounts that are recorded for the wrong amount or items that you have deposited that are returned unpaid. If the adjustment to your account results in insufficient funds we also have the right to recoup the funds from your other accounts. Please refer to the "Setoff" section of this agreement for additional details.

STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations (including forgeries and counterfeit checks), you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

Online Account Opening, (Single Party Accounts only) - A single individual is the owner. (Multiple Party Accounts with Rights of Survivorship) - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent. All joint accounts opened online are joint with right of survivorship. All persons whose names appear on the account are co-owners of the account, regardless of whose money is being deposited into the account. Each co-owner acts as the agent of each other co-owner. Each co-owner authorizes each co-owner to operate the account without the consent or approval of any co-owner. We may act and rely on the instructions of one co-owner without liability to any other co-owner. Each co-owner's jointly and severally liable to us for all fees, charges, and other amounts owed to us, and all cost, losses and liabilities related to this agreement or the account. Right of Survivorship means that when a co-owner dies the funds in the account belongs to the surviving co-owner(s). Other joint account options (Multiple Party

Accounts Without Right of Survivorship – at death of party, deceased party's ownership passes as part of deceased party's estate.) are available following account opening by contacting or visiting one of our branches.

In the District of Columbia, AGENCY DESIGNATION - Agents may make account transactions for parties, but have no ownership or rights at death unless named as a pay on death beneficiary. Owners do not give up any rights to act on the account, and the agent may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

For accounts owned by a single individual, the owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner.

If our policy allows for the designation of an agent on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the agent to act on his/her behalf. Any one owner may revoke or terminate the authority, and the agent's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the agency, the agency is terminated upon the death of the last surviving owner.

In Maryland, CONVENIENCE SIGNER (Individual Accounts only) - A single individual is the owner. The convenience signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the convenience signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the convenience signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the convenience signer's authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the convenience signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience signer.

In Georgia, Ohio and Pennsylvania, AUTHORIZED SIGNER - The authorized signer is merely designated to conduct transactions on behalf of the owner or owners. Owners do not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

For accounts owned by a single individual, the owner may terminate the authority at any time, and the authority is automatically terminated by the death of the owner.

If our policy allows for the designation of an authorized signer on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the authorized signer to act on his/her behalf. Any one owner may revoke or terminate the authorization, and the authorized signer's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the authority of the authorized signer, the authority is terminated upon the death of the last surviving owner.

In South Carolina, DESIGNATION OF AGENT FOR ACCOUNT - An agent is authorized to make all transactions on the account that an owner can make, including, but not limited to, closing the account, but may not in any other manner affect the rights of the owners or beneficiaries. Owners do not give up any rights to act on the account. Owners are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

For accounts owned by a single individual, the owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner.

If our policy allows for the designation of an agent on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the agent to act on his/her behalf. Any one owner may revoke or terminate the authority, and the agent's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the agency, the agency is terminated upon the death of the last surviving owner.

In Virginia and West Virginia, AUTHORIZED SIGNER - The authorized signer is merely designated to conduct transactions on behalf of the owner or owners. Owners do not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of

the authorized signer. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

For accounts owned by a single individual, the owner may terminate the authority at any time, and the authority is automatically terminated by the death of the owner.

If our policy allows for the designation of an authorized signer on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the authorized signer to act on his/her behalf. Any one owner may revoke or terminate the authorization, and the authorized signer's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the authority of the authorized signer, the authority is terminated upon the death of the last surviving owner.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

In Virginia, GUARDIAN OR CUSTODIAL ACCOUNTS - This account is not subject to dormant service charges if the deposit was made: (1) by a court or (2) by a guardian pursuant to order of a court or (3) by any other person for the benefit of a person who was an infant at the time of the making of such deposit and which deposit is subject to withdrawal only upon the further order of such court or such guardian or other person. This account may become subject to dormant service charges one year after such infant attains the age of eighteen years or one year after the death of such infant, whichever occurs sooner. At our option, we may require proof of guardian or custodial status.

ESCHEATMENT - To comply with the requirements for escheatment in the state in which this account is located, we may retain the services of a third party processor to aid in the identification of inactive accounts and the completion of due diligence before funds are surrendered to the applicable state agency. Should government records indicate that you and any joint account holders become deceased, a third party processor may be used to identify parties not identified on this Agreement who may have a valid claim on any assets remaining in the account, subject to applicable laws which may vary by state.

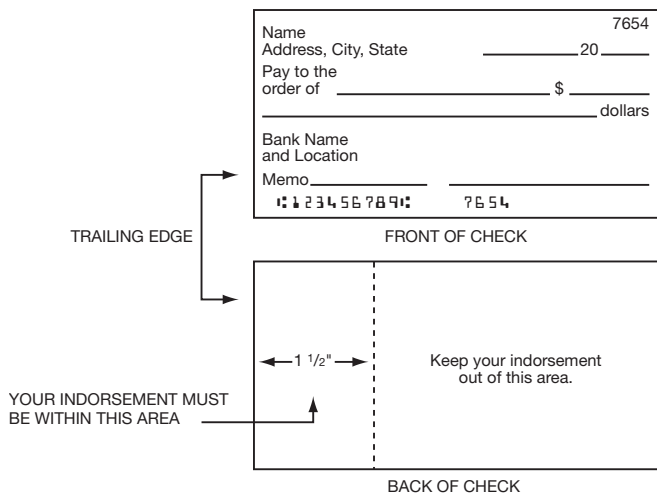
CHECK PROCESSING - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

ACCOUNT SECURITY -

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, Debit cards) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone

unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

CHANGES IN NAME AND CONTACT INFORMATION - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

TRANSFER OF ACCOUNT OWNERSHIP - Ownership of checking, savings, money market and certificate of deposit accounts is transferable only with our written permission after you complete our appropriate forms, and, in most cases, would require the account to be closed and open a new account.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary

to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

FUNDS TRANSFERS - Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, this agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial 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. You agree to be bound by automated clearing house association and other funds-transfer system rules, as applicable. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH or other funds-transfer systems. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. However, upon your written request, we will provide you notice of the receipt of a payment order or credit to the email address you provide to us, such email correspondence is hereby agreed and acknowledged by the parties to be reasonable notice in the circumstances. Notice through first class mail is available upon further request. The parties acknowledge and agree that any notice provided pursuant to this paragraph upon your request is provided by us as a convenience and we will have no liability to you if we do not give such notice or if we provide an incorrect or delayed notice.

CASH LIMITS - Customers may obtain no more than \$3,000.00 in cash per day unless arrangements are made with a particular Branch Manager at least two (2) business days in advance. We reserve the right to place an absolute limit on the amount of cash that may be obtained, regardless of notice.

ENDORSEMENT GUARANTEES - United Bank reserves the right to require an endorsement guarantee on checks of \$3,000.00 or more, presented for cash by a non-customer.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES

We are providing this information to help you understand what happens when transactions are **conducted or presented for payment when your account does not have enough money to pay the** transactions. An account is overdrawn when more money has been withdrawn from the account than what had been deposited in the account. Understanding the concepts of overdrafts and nonsufficient funds ("NSF") is important and can help you avoid being assessed overdraft fees. This section also identifies and explains the contractual terms that govern overdraft and nonsufficient funds transactions.

A transaction posted to an overdrawn account may result in you being charged an overdraft fee. An overdraft occurs when there is not enough money in your account to pay a transaction, but we authorize or pay (cover) the transaction anyway. An NSF transaction occurs when there is not enough money in your account to pay the transaction, and we do not authorize or pay the transaction and the transaction is declined or returned unpaid.

If you use our overdraft services and we authorize or pay a transaction when you do not have enough money in your account, we will consider that an overdraft and may charge an overdraft fee. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is declined or returned unpaid.

Determining Your Account Balance. We use the "ledger balance" method to determine whether your account is overdrawn or would become overdrawn if a transaction is paid. If your account is overdrawn or would become overdrawn after paying a transaction, there is not enough money in your account to pay for a transaction. Your ledger balance only includes transactions (deposits to your account and payments from your account) that have settled (or posted) to your account to that point in time. The ledger balance does not include pending transactions. One example

of a pending transaction is a debit card transaction that has been authorized but has not yet been presented for payment. (See "Temporary Debit Authorization Holds Affect Your Account Balance" subsection and "Payment of Debit Card Transactions" subsection below for more information.) The balance on your monthly periodic account statement is the ledger balance for your account as of the statement date.

Your "available balance" is not the same as your account's ledger balance. As the names implies, your available balance is calculated based on the money "available" in your account to make payments. The available balance takes transactions that have been authorized, but have not yet been presented for final payment, and subtracts them from the ledger balance. (See "Temporary Debit Authorization Holds Affect Your Account Balance.") In addition, when calculating your available balance, we also subtract "holds" that have been placed on your account. One example of a hold is where you have deposited a check for which we are awaiting payment from another bank. (See "Funds Availability" for more information.) Another example of a hold is where we have received a "legal action" request seeking funds from your account. (See "Legal Actions Affecting Your Account" for more information.)

Although we use your account's ledger balance to determine whether any transaction will overdraw your account, we use your account's available balance to determine whether to authorize debit card transactions. This is important because it means that a debit card transaction may be declined even though you have a sufficient ledger balance.

Overdrafts. You understand that we may, at our discretion, honor payment or withdrawal requests that overdraw your account. However, the fact that we may honor payment or withdrawal requests that overdraw the account's ledger or available balance does not require us to do so later. You cannot rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have previously paid overdrafts on your account. We can change our practice of paying, or not paying, discretionary overdrafts on your account at any time. We do not have to notify you beforehand, or at the time of our decision, whether or not we will pay an item or authorize a transaction that exceeds your account's actual balance. We offer lower cost alternatives to cover your overdrafts, such as an overdraft protection line-of-credit or a plan to transfer funds from a savings account you have with us. We will not automatically transfer funds from another account you have with us to cover an item that exceeds your account's ledger balance unless you have linked the account for overdraft protection. We may charge overdraft fees for paying overdrafts that exceed your account's ledger balance at the time of payment for other transactions. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or everyday (one-time) debit card transactions if you have not opted-in to that service or for overdrafts caused by ATM withdrawals or for ATM and everyday (one-time) debit card transactions that are authorized against a positive balance but settle against a negative balance. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. (See the "Overdraft Protection" subsection below for more information.)

Overdraft Service. We also have our overdraft service in which we may decide to either pay or not pay any item submitted to us for payment from your account that exceeds your ledger balance at the time of posting, except for ATM and everyday (one-time) debit card transactions, when your balance is insufficient to cover them. We may also decide to either authorize or not authorize any ATM transaction or Debit Card Transaction that exceeds your Available Balance at the time of the authorization request. See, however, the "Opt-In for ATM and Everyday (One-Time) Debit Card Transactions" subsection below. Under our overdraft service, each eligible account is provided a risk-based overdraft limit. This means we will pay each item that overdraws your account (except for ATM or everyday (one-time) debit card transactions unless you have asked us to pay these transactions), unless paying that item would exceed your account's overdraft limit. Each time we pay an item that overdraws your ledger balance, you will be charged an overdraft fee. The amount of each item we pay into overdraft and each fee we assess for paying each item will count toward your account's overdraft limit. We do not generally pay items that would exceed your account's overdraft limit. Our overdraft service is not a line of credit and is a discretionary overdraft service. We can change your account's overdraft limit at any time without prior notice.

We can extend our overdraft service to authorize your everyday (one-time) debit card and ATM transactions, but you must first opt-in. If you opt-in, each time we authorize an everyday (one-time) debit card transaction or ATM transaction against an insufficient available balance that is subsequently presented for payment against an insufficient ledger balance, you will be charged an overdraft fee for each transaction that overdraws your account.

Our policy and overdraft limits may change, and such changes may impact the way we handle your overdrafts in the future.

We are not obligated to pay any items, including, but not limited to, checks, ATM withdrawals, point of sale transactions, debit card transactions, preauthorized transfers, or any other electronic transactions, presented for payment if your account has an insufficient balance to pay the items or transactions. Whenever we pay an item into overdraft, you are immediately required to deposit or transfer funds into your account to cover the overdrawn balance and any applicable fees. It is your obligation to keep your account in good standing and to bring your account to a positive balance immediately following any overdraft, without notice or demand from us.

Opt-In for ATM and Everyday (One-Time) Debit Card Transactions. We do not charge a fee for overdrafts due to ATM or for everyday (one-time) debit card transactions (that is, transactions coded as one-time or non-recurring) unless you ask us to authorize and pay those transactions. You can ask us to authorize and pay overdrafts on your ATM and everyday (one-time) debit card transactions, called "opt-in," by notifying us that you would like us to pay overdrafts on these transactions after

you open your account. Please see our *What You Need to Know About Overdrafts and Overdraft Fees* disclosure for more information about your overdraft choice. If you do not opt-in and do not have a sufficient available balance at the time of the authorization request, we will not authorize the transaction.

You can change your election at any time. To do so, and for more information about changing your election, contact us. We have given you a *What You Need to Know About Overdrafts and Overdraft Fees* disclosure that further describes our overdraft policy and the opt-in process.

You are not required to opt-in to get an account. Even if you opt-in, it is up to our discretion to authorize or not authorize any ATM or everyday (one-time) debit card transactions that exceed your account's available balance at the time of the authorization request. If you do not opt-in, we do not intend to authorize these transactions. We do not charge a fee for declining debit card authorizations.

Nonsufficient Funds (NSF). An NSF transaction is an item drafted by you (such as a check) or set up by you (such as a preauthorized funds transfer) presented for payment that exceeds your account's ledger balance and we decide not to pay the item or transaction. We will not charge a fee for returning the payment unpaid. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment.

Payment Types. Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types use different processing systems, and some may take more or less time to post. This is important for many reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you know what other transactions might still post to your account. For information about how and when we process these different payment types, see the "Payment Order of Items" subsection below.

Balance Information. Keeping track of your balance is important. You can review your balance in various ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by telephone, or coming into one of our branches.

Funds Availability. Knowing when funds you deposit into your checking account will be made available for withdrawal is another important concept that can help you avoid fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive an item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account's ledger balance at the subsequent time will determine whether there are insufficient funds.

Temporary Debit Authorization Holds Affect Your Account Balance. A temporary debit authorization hold immediately reduces your available balance (i.e., the amount of available funds in your account) by the amount of the authorization request. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs include purchases of gasoline, hotel rooms, rental cars, or meals at restaurants. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. The amount of the temporary hold is not applied to the underlying debit card transaction or to any specific transaction.

A temporary debit authorization hold may expire before the debit card transaction associated with it is presented for final payment. If your available balance was sufficient to cover a debit card transaction at the time it was authorized but your ledger balance is insufficient to cover the transaction at the time it is presented for final payment, our payment of the transaction will result in an overdraft and an overdrawn account, but we will not charge you an overdraft fee. (See the "Payment of Debit Card Transactions" subsection below for more information.)

Posting Orders of Transactions. The order in which items are posted to your account is important, particularly if there is not enough money in your account to pay all of the items that are presented. The posting order can affect the number of items overdrawn or returned unpaid and the amount of overdraft fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process transactions. We group different types of transactions into categories, and for each category, into applicable subcategories. Posting categories include credits (e.g., deposits, account transfers into your account, refunds of debit card transaction purchases, etc.), debits (e.g., checks, debit card transactions, ACH transactions, account-to-account transfers from your account, ATM transactions, and online "bill pay" transactions), and fees or service charges.

At the end of each business day, our computerized systems assign each transaction received for that day to a category and subcategory. All transactions within a category are posted according to their applicable subcategory. All transactions within a subcategory are generally posted using the posting order or orders that apply to that subcategory, before we post any transactions assigned to the next subcategory. All transactions within a category are generally posted using the posting order or orders applicable to that category and the subcategories within it.

We begin with the ledger balance in your account at the beginning of the business day and make any necessary adjustments from prior days. Next, we generally add credits to your balance and then subtract debits from your ledger balance. We then subtract any fees or service charges. As to the debit category, we list some of the common subcategories into which items are sorted and posted and summarize how we generally post them within the debit category.

- First, We add deposits and other credits to your balance;
- Second, we subtract from your balance checks without a check number (and checks for which our systems cannot read a check number) from lowest amount to highest amount;
- Third, for checks with check numbers, we subtract these items from your balance by check numbers sequentially in ascending order (i.e., from lowest check number to highest check number);
- Fourth, we subtract from your balance the types of items listed in this paragraph in order from the lowest to highest dollar amount. Common debit subcategories include but are not limited to:
 - electronic "bill pay" transactions;
 - ATM withdrawals from non-United Bank ATMs;
 - one time and recurring debit card transactions using a PIN;
 - one time and recurring debit card transactions using your signature;
 - wire transfers;
 - scheduled mortgage loan payments;
 - ATM withdrawals from United Bank ATMs; and
 - ACH transfers;
- Fifth, we then generally post fees and service charges (such as overdraft fees, account maintenance fees, and ATM fees) to your account according to the transaction codes assigned to each type of fee or service charge.

If a check, item, transaction, or any other type of debit is presented without sufficient funds in your ledger balance to pay it, you will be charged an overdraft fee according to our overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or everyday (one-time) debit card transaction if this is a consumer account and you have not opted-in to that service or if an ATM or everyday (one-time) debit card transaction was authorized against a positive available balance and settles against a negative ledger balance. The amounts of the overdraft and other fees are disclosed in the Fees Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid creating items or otherwise entering into transactions without sufficient funds and potentially incurring the resulting fees.

We may change the way we process transactions at any time regardless of any request or instruction you give us. We may do so in our sole discretion without notifying you.

The order in which items appear in your account history (including in your printed account statement, in online banking, or in information we provide you in person or over the telephone) is not in the order in which we post or will post them to your account.

Payment of Debit Card Transactions. Debit card transactions are paid when merchants present them to the bank for payment—that is, when the merchant asks us to transfer the funds from your account to the merchant. Authorization and payment of debit card transactions do not occur at the same time – there can be days between authorization and payment.

If other account activity has caused the funds available in your account to drop below zero before the debit card transaction is paid, you may no longer have sufficient funds to pay the merchant. If that occurs, the debit card transaction will overdraft your account because we must honor our promise to pay the merchant, but you will not incur an overdraft fee when this happens.

Here is an example of how that may happen: On Monday, we authorize a debit card transaction because you have a sufficient available balance at that time. A hold is then placed on your account for the amount of the debit card authorization until the merchant presents the transaction for payment. On Tuesday, we process and post another transaction (such as a check you wrote) that reduces your ledger balance to below zero. If the merchant presents the debit card transaction for payment on Wednesday, and your ledger balance is now below the amount needed to pay the transaction, we will pay the debit card transaction which will overdraw your account, but you will not incur an overdraft fee.

Obligation to Pay Overdrawn Balances and Fees. You are responsible for the immediate repayment of any negative balance resulting from an overdraft. If you fail to repay the amount overdrawn and applicable fees or charges, we have the right to pursue the collection of your account. This right continues even after your account has been closed and charged off. To the extent allowed by applicable state or federal law, you agree to pay all costs and expenses, including attorney's fees, we incur in collecting any overdraft. These actions could affect your ability to open accounts with us in the future.

Overdraft Protection Plans. You have lower cost overdraft protection plans you may use for overdraft coverage if your available balance is insufficient to authorize a debit card or ATM transaction or to pay other types of transactions. Each overdraft protection plan is subject to various eligibility criteria, and not every customer will be eligible for every option. We offer the following overdraft protection plan options:

1. **Linked Deposit Account.** You can set up an account transfer from a statement savings, money market or separate checking account, and funds will be transferred from the linked account to cover the item that would overdraw your checking account. The amount automatically transferred will be the amount needed to bring your

checking account's ledger balance to \$0. If we receive more than one item for payment in a day that together exceeds your linked deposit account's available balance, we will make transfers in the order in which the items are processed or "posted" to your checking account. However, we will disregard any item that exceeds your linked deposit account's available balance. We will not make a transfer if the funds in your linked deposit account are restricted. We do not charge a fee to make this transfer. You can contact us to enroll in the account transfer service and link your deposit account to cover overdrafts. You may only link one account at a time for overdraft protection.

2. Overdraft Line of Credit. You can apply for a small, unsecured line of credit that would be available to cover you when an item overdraws your account. The amount automatically advanced will be the amount needed to bring your checking account's ledger balance to \$0. If there are not enough funds in the line of credit to cover the full overdrawn balance, we will advance funds to cover as many transactions as we can. There is an annual percentage rate charged on advances from a line of credit to your checking account to cover any item(s) that will overdraw your account. Please see the Personal Credit Reserve (PCR) Line of Credit Agreement for additional details.

RESOLUTION OF DISPUTES BETWEEN YOU AND UNITED

I. Dispute Resolution—Notice and Cure. You and we agree that we shall attempt to informally settle any and all Disputes (as such term is defined in the Arbitration Agreement ("Arbitration Agreement") in subpart III below) between us before starting a lawsuit or an Arbitration. The party asserting the Dispute (the "Claimant") shall give the other party (the "Potential Defendant") written notice of the Dispute (a "Dispute Notice") and a reasonable opportunity to resolve the Dispute. Any Dispute Notice must explain the nature of the Dispute and the relief that is demanded. The Dispute Notice must be sent by U.S. Mail. The Potential Defendant shall have at least 30 days after receiving the Dispute Notice to attempt to resolve the Dispute except for Disputes requiring some form of expedited injunctive relief in a shorter period. The Claimant must reasonably cooperate in providing any information about the Dispute that the Potential Defendant reasonably requests. Further the Claimant, on request, shall meet with the Potential Defendant (or an authorized representative thereof) either in person or by video or telephone conference to discuss possible compromise or other resolution of the Dispute. Any such meeting that you attend in person must take place in a venue reasonably convenient to you. The Claimant and the Potential Defendant may have a lawyer or other representative present for such meeting. Rule 408 of the Federal Rules of Civil Procedure shall govern the admissibility of all statements, conduct or other discussions between the Claimant and the Potential Defendant regarding the possible compromise or resolution of the Dispute. On request, we will pay any reasonable, out-of-pocket expenses you incur in attending or participating in any such meeting.

Any Dispute Notice to you shall be sent in writing to the current address we have for you in our records. Any Dispute Notice to us shall be sent by mail to: United Bankshares, Attention: Legal Processing Team - Arbitration Dispute Notice, 514 Market Street, Parkersburg, West Virginia 26101. If there are multiple parties on the account, the Dispute Notice may be sent to or by any of you. Any Dispute Notice you send must provide your name and account number, as well as your address and a phone number where you can be reached during normal business hours. A Dispute 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 Dispute 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 Dispute Notice on your behalf.

Any statute of limitations applicable to the Dispute described in the Dispute Notice shall be tolled during the period between the date that the Dispute Notice is mailed and the later of: (1) 60 days after the Dispute Notice is received, or (2) 30 days after either Claimant or Potential Defendant informs the other that good faith efforts to resolve the Dispute informally have ceased (the "Tolling Period"). Unless prohibited by applicable law, (1) a lawsuit or arbitration proceeding may not be commenced unless the Claimant has complied with this "Dispute Notice" section, (2) the court will have authority to enforce this "Dispute Notice" section, including the power to dismiss or stay the filing or prosecution of a lawsuit or arbitration unless the Claimant has complied with this "Dispute Notice" section, and (3) the arbitration administrator is without authority to accept or administer any arbitration proceeding unless the Claimant has complied with this "Dispute Notice" section. Any subsequent arbitration shall be governed by the terms of the Arbitration Agreement in subpart III below.

II. Resolution of Disputes Through Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

References to "United," "you," "we" and "us" include our respective subsidiaries, corporate parents, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users of your United demand deposit account(s) or United-branded debit or automated teller machine card(s) under this or any prior or other agreements between us. This Arbitration Agreement may also be enforced by any third party who is named as a co-defendant with us in a Dispute asserted by you. Most customer concerns can be resolved to your satisfaction by calling Customer Care at 1.800.327.9862. **In the unlikely event that United's Customer Service Center cannot resolve your concern or if United has been unable to resolve any dispute it has with you after attempting to do so pursuant to the Notice and Cure provision in subpart I above, we each agree that either you or we may elect to resolve those disputes through binding arbitration or small claims court instead of in a court of general jurisdiction.**

Arbitration is more informal than a lawsuit in court. Instead of a judge or jury, arbitration uses a neutral arbitrator. Arbitration also permits more limited discovery than in court, and is subject to very limited review by courts.

Arbitrators can award the same damages and relief that a court can award, except that **CLASS ARBITRATIONS, CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS ARE NOT PERMITTED.**

YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION AGREEMENT. OPTING OUT WILL NOT AFFECT ANY OTHER TERMS AND CONDITIONS OF YOUR ACCOUNT AGREEMENT OR YOUR RELATIONSHIP WITH UNITED. TO OPT OUT, YOU MUST PROVIDE WRITTEN NOTICE TO UNITED WITHIN THE TIME DEADLINES DESCRIBED BELOW IN THE SECTION TITLED "RIGHT TO OPT OUT OF ARBITRATION AGREEMENT."

III. Arbitration Agreement

1) United and you agree that either party may elect to arbitrate **all disputes and claims** between us (collectively referred to as "Disputes") except as otherwise provided in this Arbitration Agreement. This agreement to arbitrate is intended to be broadly interpreted. Disputes covered by this agreement to arbitrate include (but are not limited to):

- claims arising out of or relating in any way to any aspect of this account agreement, your accounts at United, any products, transactions, fees, charges or services related to your accounts and/or the relationship between us, whether such claims are based in contract, tort, statute, ordinance, regulation, fraud or other intentional torts, misrepresentation, consumer rights, common law, equity or any other legal theory;
- data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us of any non-public information about you;
- claims concerning the method(s) we use to communicate with you by telephone or other electronic devices;
- claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims;
- claims that arose before this or any prior agreement between us came into existence, including claims relating to any advertisement, solicitation or application relating to your accounts; and
- claims that may arise after the termination of this agreement or any other agreement between us.

Notwithstanding the foregoing, disputes concerning the validity, enforceability or scope of this Arbitration Agreement or the arbitrability of a claim shall be decided by a court rather than an arbitrator; however, disputes concerning this account agreement as a whole shall be decided by an arbitrator rather than a court. Moreover, this Arbitration Agreement shall not limit the right of either you or us to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during or after the pendency of any arbitration; (2) exercise permissible self-help remedies, such as setoff; (3) evict and/or foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; (4) bring an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind and, (5) seek relief in small claims court (or an equivalent court), for any Dispute within the scope of the small claims court's jurisdiction, however, if a Dispute is brought, transferred, removed or appealed to a different court, such Dispute shall be subject to arbitration pursuant to this Arbitration Agreement. In addition, this Arbitration Agreement does not prevent you from submitting any issue relating to your account for review or consideration by a federal, state or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. Furthermore, this Arbitration Agreement does not apply to litigation filed in state or federal court that is pending as of the date this Arbitration Agreement took effect as long as such litigation is pending, except that parties or claims added to such litigation after said date shall be subject to this Arbitration Agreement.

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND UNITED ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION.

This account agreement pertains to a transaction in interstate commerce, and thus the Federal Arbitration Act ("FAA") (9 U.S.C. § 1 *et seq.*) applies to the interpretation and enforcement of this agreement to arbitrate, notwithstanding any choice of law provision in this agreement or any prior or other agreement between us. This agreement to arbitrate shall survive (i) the termination or suspension of your accounts or this deposit agreement or of any subsequent agreement between us; (ii) changes to your accounts or related services; (iii) the bankruptcy of any party; (iv) other legal proceedings; (v) transfer or assignment of your accounts or any related services; and (vi) any use of the right to setoff or other self-help remedies. In the event of any conflict or inconsistency between this Arbitration Agreement, on the one hand, and other terms of this account agreement or the arbitration administrator's rules, on the other hand, this Arbitration Agreement will govern.

2) Before you may seek arbitration you must first send to United, by certified mail, a written Notice of Dispute ("Arbitration Notice"). The Arbitration Notice to United should be addressed to: United Bankshares, Attention: Legal Processing Team - Arbitration Dispute Notice, 514 Market Street, Parkersburg, West Virginia 25101 ("Arbitration Notice Address"). The Arbitration Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand").

Before United may seek arbitration of any claim or dispute it has against you, United shall be required to send to you, by certified mail to your official address on file in United's records, a written Arbitration Notice. The Arbitration Notice shall (a) describe the nature and basis of the claim or dispute between us; and (b) set forth the specific relief sought by United. Such Arbitration Notice may also take the form of a motion to compel arbitration if you have filed an arbitrable claim against United in court. If a party files a lawsuit in court asserting a claim that is subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the claim to start the arbitration in accordance with the administrator's rules and procedures.

3) The arbitration will be governed by the Consumer Arbitration Rules and, to the extent applicable, the Mass Arbitration Supplementary Rules (collectively "AAA Rules") of the American Arbitration Association ("AAA"), in effect at the time the demand is filed, as modified by this Arbitration Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, or by calling the AAA at 1.800.778.7879.

The parties shall pay administrative, hearing and arbitrator fees in accordance with the AAA's Rules and fee schedules. However, if you notify us in writing that you cannot pay your share of the fees and could not obtain a fee waiver from the AAA (after submission of any required forms and documentation), and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of your fees. If the arbitrator determines that any party's claim or defense violates the standards of Federal Rule of Civil Procedure 11(b), the arbitrator may award fees and expenses reasonably incurred by the other party if they could be imposed under Federal Rule of Civil Procedure 11, the AAA Rules, or other applicable law. The parties shall bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Arbitration Agreement or the AAA Rules.

If AAA is unable or unwilling to serve as the provider or administrator of arbitration and the parties are unable to agree on a substitute, a court with jurisdiction will select the arbitration organization or arbitrator. A single arbitrator will conduct the arbitration and shall be an attorney with at least 10 years of experience practicing law or a retired judge, unless the parties agree otherwise.

Unless United and you agree otherwise, any arbitration hearings will take place in the county of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

The arbitrator shall decide the Dispute in accordance with applicable substantive law and the terms of this Arbitration Agreement. The arbitrator shall follow applicable statutes of limitation and honor valid privilege claims. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's decision, including any award, will be binding on the parties. Judgment upon any award may be entered in any court of competent jurisdiction. Except as provided under the FAA, the arbitrator's award is not subject to review by the court and cannot be appealed. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any Dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior Disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Agreement.

4) **CLASS ACTION WAIVER**—The parties expressly waive any right or ability to maintain a class action, collective action, private attorney general action or other representative proceeding in court or in arbitration in any form. The parties agree that the arbitrator may not conduct a class arbitration, collective action or any claims brought as a plaintiff or class member in any class, collective or representative arbitration proceeding. Unless all parties agree otherwise or the AAA or other arbitration administrator so orders, the arbitrator may not consolidate or join more than one person's claims with claims of any other person or entity. **YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE LAWSUIT IN COURT OR IN ARBITRATION BASED IN WHOLE OR IN PART ON A DISPUTE WITH UNITED.**

5) If any part of this Arbitration Agreement is found to be invalid or unenforceable, then that specific part shall be severed, and the rest of this Arbitration Agreement will continue in full force and effect, except that: (A) the entire Arbitration Agreement (other than this sentence) shall be null and void with respect to any claim asserted on a class, representative or multiple-party basis if the Class Action Waiver is held to be invalid with respect to such claim and that determination becomes final after all appeals have been exhausted; and (B) if a court determines that a public injunctive relief claim may proceed notwithstanding the Class Action Waiver or other terms of this Arbitration Agreement and that determination becomes final after all appeals have been exhausted, then the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief claim until the other Claims have been finally concluded.

6) **RIGHT TO OPT OUT OF ARBITRATION AGREEMENT.** If you do not want this Arbitration Agreement to apply, you may reject it by mailing us a written rejection notice which gives your full name, address and account number as listed on your account and contains a statement that you (both or all of you, if more than one) reject the Arbitration Agreement in your account agreement. The rejection notice must be signed by you and sent by U.S. Mail to: United Bankshares, Attention: Legal Processing Team - Arbitration Opt Out, 514 Market Street, Parkersburg, West Virginia 26101, within 45 days of the later of (a) the date you opened your account or (b) the

date we sent you notice of this Arbitration Agreement. Rejection of this Arbitration Agreement will not affect your other rights or responsibilities under this account agreement and will not adversely affect your account. Rejecting this version of the Arbitration Agreement will not reject the previous version, which will remain in full force and effect according to its terms. Your rejection of this Arbitration Agreement shall not be imputed to any other person or entity or be deemed to be a rejection of this Arbitration Agreement by any person or entity other than you. Nor shall your rejection of this Arbitration Agreement eliminate the obligation of other persons or entities who wish to reject this Arbitration Agreement to personally comply with the notice and time requirements of this opt out provision.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

FOR CONSUMER ACCOUNTS ONLY

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

TELEBANC Telephone Transfers - types of transfers - You may access all your United accounts by telephone daily at 1.877.334.4646 (toll free) using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds between checking and savings
- transfer funds from checking or savings account(s) to pay installment loans or personal lines of credit
- obtain account information

ATM Transfers - types of transfers, dollar limitations, and charges - You may access your account(s) by ATM using your ATM card and personal identification number or United Debit Card and personal identification number, to:

- make deposits to your checking and/or savings account(s) (limited to the ATMs that we own or operate)
- get cash withdrawals from your checking and/or savings account(s) (please note that certain fees and charges may apply for ATMs that we do not own or operate)
 - you may withdraw no more than \$500.00 per day or your individual "cashback" limit
 - other limitations may apply at ATMs that are not owned or operated by us
- transfer funds between your checking and savings accounts linked to your card
- transfer funds from your checking or savings account(s) linked to your card to pay installment loans or personal lines of credit
- obtain account information
 - please refer to our separate fee schedule for additional information about charges

Some of these services may not be available at all terminals.

Inactivity - United reserves the right to freeze or close your ATM and/or United Debit Card if you fail to activate any such card within 12 months of receipt or following 12 months of inactivity. Once frozen or closed, you will be required to contact us to reactivate or obtain a new card.

Debit Card - Types of United Debit Card Transactions - You may access your checking account(s) to purchase goods (in person, by Internet, by phone or otherwise), pay for services (in person, by Internet, by phone or otherwise), get cash from a merchant, if the merchant permits, or from a participating financial institution.

United reserves the right to close your ATM and/or United Debit Card if you fail to activate within 12 months of receipt or following 12 months of inactivity. Once closed, you will be required to contact the Bank to obtain a new card.

Debit Card Point-of-Sale Transactions - dollar limitations - Using your United Debit Card:

- The lesser of (i) the dollar amount limitation provided to you upon the opening of your account, as such amount may be changed from time to time upon further notification from us, and (ii) your available account balance.

Currency Conversion and International Transactions. When you use your ATM card or United Debit Card at a merchant that does not accept payment in US dollars, settles in a currency other than US dollars, the transaction amount will be converted into the corresponding US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us an International Service Assessment on all international transactions, regardless of whether there is a currency conversion. As a result, we charge you an international transaction fee on international transactions where there is no currency conversion. Please refer to your Fee Schedule for additional information regarding the amount of the fee. An international transaction is any transaction where the country of the merchant is located outside of the United States of America.

Currency Conversion and Cross-Border Transaction Fees. If you effect an ATM transaction with your ATM card or United Debit Card in a currency other than US dollars, PLUS will convert the transaction amount into the corresponding US dollar amount. The PLUS currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by PLUS. The exchange rate PLUS uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

PLUS charges us a Currency Assessment for performing the currency conversion and a Cross-Border Assessment on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the PLUS Debit Switch in which the country of the merchant is different from the country of the cardholder. Please refer to your Fee Schedule for additional details regarding the amount of this fee.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your United Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Online Banking, Computer and Mobile Banking Transfers - types of transfers and charges - You may access your account(s) by computer or mobile device using internet access to www.bankwithunited.com and using your user identification number and your password, to:

- transfer funds between checking and savings
- transfer funds between external accounts and your United Bank accounts
- make payments from checking or savings to loan accounts with us
- make payments from checking to third parties (Bill Payment)
- make Mobile Deposits
- receive eBanking Alerts
- get information about:
 - account balances and transaction history

Transactions through Online Banking and Mobile Banking are subject to the terms and conditions provided in the separate Digital Banking Disclosure Statement and Agreement. Some services may be restricted. You will receive the eBanking, Mobile Banking and Bill Payment Disclosure Statement Agreement for the services at the time you enroll.

FEES

- We do not charge for direct deposits to any type of account.
- Please refer to the separate fee schedule for a listing of all fees related to electronic funds transfers and for additional fees for transactions conducted at non-United ATMs. Please refer to the separate Digital Banking Disclosure Statement and Agreement for important information regarding the terms and conditions for these services.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** 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 call us at 1.800.327.9862 to find out whether or not the deposit has been made.
- **Periodic statements.** For account types other than savings accounts, you will receive a monthly account statement from us. Savings account statements will be provided semi-annually; provided, however, that you will receive a monthly savings account statement from us if certain electronic transfers to or from your account take place in any applicable period.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure or make a request through online banking in time for us to receive your request 3 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 get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead 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 certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

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. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• **Additional Limits on Liability for United Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen United Debit Card. In the event these additional limits do not apply (e.g., if you have been negligent or engaged in fraud) the liability limits of Regulation E (described above) apply. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for United Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for United Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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. 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.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your United Debit Card or ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your United Debit Card or ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your United Debit Card or ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your United Debit Card or ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after

sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.

10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, 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 both the operator of the facility and the local law enforcement officials immediately.

UNITED PROCESSING CENTER
500 VIRGINIA STREET EAST
P.O. BOX 393

CHARLESTON, WEST VIRGINIA 25322

Business Days: Monday through Friday
Excluding Federal Holidays

Phone: 1.800.327.9862

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings deposits. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Savings accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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 for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. 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 \$275 of your deposits, however, will 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 this 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.

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

How to Make a Claim for a Refund

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us as follows:

Write us at:

United Bank
Deposit Operations
PO Box 393, Charleston, WV 25322-0393

Call us at: 1.800.327.9862.

Send us an email. Log on to www.bankwithunited.com and click "Contact Us."

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

TRUTH-IN-SAVINGS DISCLOSURE

UNITED FREE CHECKING ACCOUNT UNITED REWARDS CHECKING ACCOUNT VETERANS CHECKING ACCOUNT

Please refer to the separate fee schedule for minimum balance requirements and fees that may apply to these accounts.

PLATINUM CHECKING ACCOUNT

Rate Information - Your interest and annual percentage yield may change.

Frequency of rate change - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Please refer to the separate fee schedule for minimum balance requirements and fees that apply to these accounts.

MONEY MARKET INVESTMENT ACCOUNT SUPER MONEY MARKET ACCOUNT

Rate Information - Your interest and annual percentage yield may change.

Frequency of rate change - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Please refer to the separate fee schedule for minimum balance requirements and fees that apply to these accounts.

PLATINUM SAVINGS ACCOUNT

Rate Information - Your interest and annual percentage yield may change.

Frequency of rate change - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Please refer to the separate fee schedule for minimum balance requirements and fees that apply to these accounts.

IRA SAVINGS ACCOUNT

Rate Information - Your interest and annual percentage yield may change.

Frequency of rate change - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every quarter. Interest will be credited to your account every quarter.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Please refer to the separate fee schedule for minimum balance requirements and fees that apply to these accounts. Also, refer to your IRA plan disclosure for additional features and limitations that may apply.

CHRISTMAS CLUB ACCOUNT(S)

United Bank offers Christmas Club Draft and Christmas Club Non-Draft Accounts. Christmas Club Draft account must have automatic drafts (electronic funds transfers) credited to the account from another United Bank deposit account.

Compounding frequency - Interest will not be compounded.

Crediting frequency - Interest will be credited to your account and included in check disbursement at the end of the term each year.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open the account - There is no minimum balance to open this account.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Transaction limitation:

You may make unlimited deposits into your account by cash, check or electronic funds transfers. You may make withdrawals of principal from your account before the end of the term.

Non-automatically renewable account - At the end of the term a check will be mailed to you for the account balance on October 24th each year.

Your account will mature and be closed 90 days after this date unless a deposit is made to the account.

Statements - Account does not receive statements unless an ACH transaction is posted to the account. Once this activity has occurred, statement is generated for that month and subsequent quarterly statements are generated and mailed thereafter.

COMMON FEATURES

See attached Fee Schedule for all Common Fees.

The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.)
Withdrawals

from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

NOW ACCOUNT ORGANIZATION - We have organized your checking or NOW account in a nontraditional way. Your checking or NOW account (transactional accounts) consists of two subaccounts. One of these is a transactional subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontraditional transaction subaccount (e.g., a savings subaccount). You cannot directly access the nontraditional transaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your checking or NOW account operates and the way a traditionally organized checking or NOW account operates, but this organization makes us more efficient and helps to keep costs down.



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