



MULTIPLE-PARTY ACCOUNT DISCLOSURE

ONLINE ACCOUNT CREATION

This disclosure applies to you if you have elected the Joint-Ownership option in your new online account application by adding a Co-Applicant.

By default, your new online Multiple-Party Account is with “Right of Survivorship”. On Multiple-Party Accounts with “Right of Survivorship”, at death of a party, ownership passes to the surviving parties and the right of survivorship continues between the surviving parties.

If you would like to change this option, please contact our Online Account Creation Team once you have completed your application.

For more information, please refer to the Terms and Conditions Of Your Account disclosure.

Contact Us:

Online Account Creation Welcome Team
Phone 1.833.867.6659
Monday - Friday 9:00 am - 5:00 pm (EST)
Email oac.team@bankwithunited.com

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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 that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state 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 document 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 document 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 document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document 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 document 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 document 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

Generally - 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 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 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 Maryland and 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 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. **In Maryland, 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 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 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 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 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 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.

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) (excluding South Carolina) - 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.

UNITED BANK'S WEST VIRGINIA JUMPSTART SAVINGS ACCOUNT ADDENDUM TO UNITED BANK'S STANDARD "TERMS AND CONDITIONS OF YOUR ACCOUNT"

You should carefully read and understand this West Virginia Jumpstart Savings Account Addendum to United Bank's standard "Terms and Conditions of Your Account" ("Jumpstart Addendum"). This Jumpstart Addendum should be read in conjunction with United Bank's standard "Terms and Conditions of Your Account" agreement. The "Terms and Conditions of Your Account" agreement is one of the documents that the West Virginia Jumpstart Savings Program Account Disclosure Statement & Informational Booklet (the "Booklet") and the Participation Agreement collectively refer to as "United Bank's Terms & Conditions."

To the extent any provisions within this Jumpstart Addendum are inconsistent with or in conflict with any provisions within the "Terms and Conditions of Your Account" agreement, the provisions within this Jumpstart Addendum will control. This is important because the West Virginia Jumpstart Savings Account is a special savings account product created by the West Virginia Legislature, which is under the aegis of the West Virginia Board of Trustees of the West Virginia College and Jumpstart Savings Programs (the "Board"), and which provides West Virginia State tax benefits for qualified distributions to qualified Account Owners. In particular, West Virginia Jumpstart Savings Accounts are subject to the requirements and limitations of the West Virginia Jumpstart Savings Act, West Virginia Code §§18-30A-1, et seq., and the legislative rules promulgated by the Board.

Because the West Virginia Jumpstart Savings Account is a West Virginia State benefit, some of the rules and regulations that govern West Virginia Jumpstart Savings Accounts differ from the rules and regulations that govern United Bank's traditional deposit savings account products. These special ownership and beneficiary rules and regulations are identified below.

1. Any individual who is legally able to contract under applicable law is eligible to establish an Account. An Account Owner must be an individual and may not be a business, corporation, enterprise, or other entity that is not a natural person. This means, among other things, that the provisions within United Bank's standard "Terms and Conditions of Your Account" agreement governing "joint account" ownership do not apply to West Virginia Jumpstart Savings Accounts.
2. Unlike United Bank's standard savings account products, West Virginia Jumpstart Savings Accounts must have a "Designated Beneficiary." Any individual regardless of age, residency, or relationship to the Account Owner, including the Account Owner himself or herself, may be an Account's Designated Beneficiary. There may only be one Designated Beneficiary per Account and any number of Accounts may be opened for a single Designated Beneficiary. However, an Account Owner may not be the Account Owner for multiple Accounts with the same Designated Beneficiary. A Designated Beneficiary must be an individual and may not be a business, corporation, enterprise, or other entity that is not a natural person. This means that any provisions within United Bank's standard "Terms and Conditions of Your Account" agreement governing "beneficiaries" are inapplicable to West Virginia Jumpstart Savings Accounts.
3. Account Owners may change the Designated Beneficiary of an Account at any time. Only Account Owners may change the Designated Beneficiary of an Account. The new Designated Beneficiary must be a member of the prior Designated Beneficiary's immediate family. (Refer to the Booklet for the definition of "immediate family" and for a more detailed description of the process for selecting eligible replacement Designated Beneficiaries.) To change a Designated Beneficiary, the Account Owner must provide a request to the Board. Upon receipt of the request and any additional information required by the Board, the Board will register the information regarding the newly Designated Beneficiary in the records of the Program. The change of the Designated Beneficiary will be effective upon registration. For West Virginia state law purposes, a change in the Designated Beneficiary of a Jumpstart Savings Account is not an Account distribution so long as the new Designated Beneficiary is a member of the prior Designated Beneficiary's immediate family.
4. Because United Bank is providing the West Virginia Jumpstart Savings Account as the Board's independent Savings Account Manager, there is a possibility that either United Bank may in the future resign as the Savings Account Manager or the Board may elect to replace United Bank as the Savings Account Manager ("Replacement Event"). Upon or following the occurrence of a Replacement Event, Account Owners would cease to be United Bank customers. Upon or following the occurrence of a Replacement Event and depending on applicable laws and regulations then in effect, Account Owners may need to open new West Virginia Jumpstart Savings Accounts with any replacement Savings Account Manager. Depending on applicable laws and regulations then in effect and

potential operational limitations, Account Owners may experience a momentary lapse in FDIC insurance. In any event, United Bank will work closely with the Board and with Account Owners to minimize any inconvenience that may result from the occurrence of a Replacement Event.

5. Because United Bank operates branch offices in many different states, some of the rules and regulations specified in United Bank's "Terms and Conditions for Your Account" vary depending upon an account owner's state of residence. As noted above, the West Virginia Jumpstart Savings Account is a special deposit product created by the West Virginia Legislature and which is governed by the West Virginia Jumpstart Savings Act, West Virginia Code §§18-30A-1, et seq., and the legislative rules promulgated by the Board. Unless prohibited by or contrary to federal law or the law of any state in which an Account Owner resides, the statutory and regulatory laws of West Virginia, including without limitation the laws that govern deposit accounts, shall exclusively govern West Virginia Jumpstart Savings Accounts.

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 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 stop-payment orders are handled by computers, 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 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 stop-payment orders are handled by computers, 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 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.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. 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 or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s). In the District of Columbia, Ohio, Virginia, and West Virginia, notice from us to any one of you is notice to all of you.

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 it in time to have a reasonable opportunity to act on it. If the 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. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file.

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 and charge you for any applicable overdraft/NSF fee according to the separate fee schedule provided. Please refer to the "Setoff" section of this agreement for additional details.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, 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, alterations or forgeries 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, alterations and forgeries, 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 endorsements 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.

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

DIRECT DEPOSITS - 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 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 (Single-Party Accounts only) - A single individual is the owner. An agent may make account transactions for parties, but has no ownership or rights at death unless named as a pay on death beneficiary. The owner does not give up any rights to act on the account, and the agent 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 agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, 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.

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 Pennsylvania, AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized 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 authorized 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 authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The designation of an authorized signer does not create a power of attorney; therefore, the authorized signer is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

The owner may terminate the 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 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.

In South Carolina, DESIGNATION OF AGENT FOR ACCOUNT (Single-Party Accounts only) - A single individual is the owner. The agent is authorized to make all transactions on the account that the owner can make, including, but not limited to, closing the account, but may not in any other manner affect the rights of the owner or beneficiaries. The owner does not give up any rights to act on the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, 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.

In Ohio, Virginia, and West Virginia, AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized 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 authorized 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 authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the 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 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.

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.

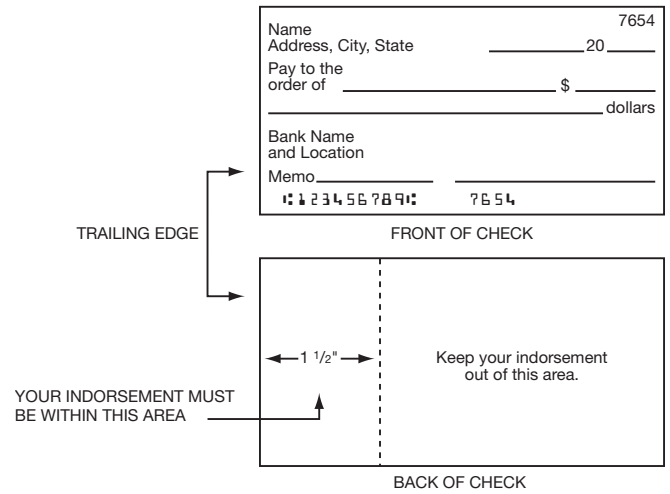
CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains 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 such 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. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until 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. 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. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

ACCOUNT SECURITY -

Duty to protect account information and methods of access - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) 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 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).

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

TELEPHONIC INSTRUCTIONS - 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 or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE 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. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

You agree to give your expressed consent for us to contact you using 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. This consent is regardless of whether the number we use to contact you is 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 further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses 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 everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure 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 notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. 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 address 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.

ACH AND WIRE TRANSFERS - 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 rules. 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. 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.

Overdraft and Nonsufficient Funds Fees

We are providing this information to help you understand what happens if your account is overdrawn. This information is important in managing your account and can help you avoid fees or charges. This section also identifies the contractual terms that govern overdrafts and nonsufficient funds ("NSF") transactions.

An overdrawn account will normally result in you being charged either an overdraft fee or an NSF fee. An overdraft occurs when there is not enough money in your account to pay a transaction, but we still pay the transaction.

An NSF transaction is different in that we do not pay the transaction. The transaction is instead rejected and returned unpaid.

In either situation, we normally charge a fee.

Your Account Balance. We use the "available balance" method to determine whether your account is overdrawn. If your account is overdrawn, there is not enough money in your account to pay for a transaction. Your "available" balance may not be the same as your account's "actual" balance, which means that an overdraft or an NSF transaction could occur despite your account's actual balance.

Your account's actual balance (sometimes referred to as the ledger balance) only includes transactions (deposits and payments) that have settled up (or posted to your account) to that point in time. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending because they have not yet been presented for payment). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the names implies, your available balance is calculated based on the money "available" in your account to make payments. That is, the available balance takes transactions that have been authorized, but not yet settled (or been presented for final payment), and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "Temporary Debit Authorization Holds Affect Your Account 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 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 without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. To the extent allowed by law, we may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. For information regarding our Overdraft Protection Program and other overdraft payment options, please see the subsection entitled "Overdraft Protection."

Insufficient Funds (NSF) Fees. If an item drafted by you (such as a check) or set up by you (such as a preauthorized funds transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item, you agree that we can charge you an NSF fee for returning the payment. **Be aware that such an item may be presented more than once and that we do not monitor or control the number of times an item or transaction is presented for payment.** You agree that we may charge you an NSF fee each time an item or payment is presented if the amount of money available in your account is not sufficient to cover the item or payment, regardless of the number of times the item or payment is presented.

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 times 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 balance at the subsequent time will determine whether there are insufficient available funds.

Temporary Debit Authorization Holds Affect Your Account Balance. A temporary debit authorization hold immediately reduces your available balance or 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, 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. If the debit authorization hold expires and the transaction has not been paid, the amount being held is returned to your available balance. After the hold expires, we determine whether you have sufficient funds available to pay the debit card transaction. If you do not have sufficient funds, the debit transaction will cause you to overdraw and you may incur an overdraft fee. This can occur even if your account had sufficient available funds when the merchant requested authorization. For an example of the effect of a temporary debit authorization hold, see Payment of Debit Card Transactions.

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 the 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 holds (e.g., deposit holds, debit card authorizations, etc.), 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 balance in your account at the beginning of the business day, subtract holds from your balance, and make any adjustments from prior days. Next, we generally add credits to your balance and then subtract debits from your 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.

- We add deposits and other credits to your balance;
- Next, 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.
- Then, 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).
- Then, 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.
- We then generally post fees and service charges (such as NSF fees, OD 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 available balance to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt into overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

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.

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 overdraw your account because we must honor our promise to pay the merchant. You may 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 enough available funds at the time. A hold is then placed on your funds 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 available funds below zero. If the merchant presents the original debit card transaction for payment on Wednesday, and your available balance funds are now below the amount needed to pay the transaction, the debit card transaction will overdraw your account and you may incur an overdraft fee.

Daily Continuous Overdraft. If your account is overdrawn for five consecutive business days, you will normally be charged a continuous overdraft fee for each subsequent day that your account is overdrawn by more than \$5.

Obligation to Pay Overdrawn Balances and Fees. You shall be responsible for the immediate repayment of any negative balance resulting from an NSF fee or an overdraft regardless of whether we pay or return the item. 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. We may also report you to consumer credit reporting agencies, close your account, or both. These actions could affect your ability to open accounts in the future.

ATM and One-Time Debit Card Transactions. In order for us to authorize payment of ATM and one-time debit card transactions that overdraw your account, you must affirmatively authorize us to do so by opting into this service. (See the subsection entitled "Overdraft Protection" for more information on this service.) You have the right to revoke this authorization at any time. If you do not have sufficient funds in your account, we will not authorize an ATM or one-time debit card transaction unless you have authorized us to do so by opting into this service.

Overdraft Protection. We want to educate you on the overdraft coverage options you may qualify for in the event your available balance is insufficient to cover an item, including debit card transactions and ATM withdrawals. Each

overdraft coverage option is subject to various eligibility criteria, and not every customer will be eligible for one or more overdraft coverage options. We offer the following options:

1. We can set up an Account Transfer from a statement savings, money market or separate checking account, and funds will be transferred to cover the item that would overdraw your checking account. There is a fee for each transfer.
2. You can apply for a small, unsecured line of credit that would be available to cover you when an item overdraws your account. There is an annual fee, a fee for each transfer, and an annual percentage rate on funds that are transferred from a line of credit to your checking account to cover any item(s) that will overdraw your account.

We also have our Overdraft Protection Program in which we strive to pay items, except for ATM and one-time debit card transactions, when your available balance is insufficient to cover them. When an account has insufficient funds, a fee is charged for each item presented for payment whether the item is paid or returned unpaid. State and federal laws require us to operate in accordance with safety and soundness standards. Therefore, a continual evaluation of all accounts is performed to determine if it is financially sound to honor items that may cause you to overdraw your account. The account criteria we evaluate include:

- Age of account
- Deposits to your account
- Frequency and regularity of deposits to your account
- Previous overdrafts to your account
- Whether your account is subject to legal or administrative orders or levies
- Status of any loans you have with us

We can extend our Overdraft Protection Program to cover your one-time debit card and ATM transactions, but you must opt-in for us to do so. If you opt-in to the payment of one-time and ATM transactions, we will strive to pay those transactions. Each time we cover a one-time debit card transaction or ATM transaction that overdrafts your account, you will be charged a fee for each transaction that overdrafts your account.

Our Overdraft Protection Program policy may change and such changes may impact the way we handle your Overdraft Protection in the future. Changes include the following:

- Your overdraft limit may change daily, based on the account criteria identified above
- Your overdraft limit may be lower than any previously fixed overdraft limit
- Your overdraft limit may be reduced to \$0

If you would prefer us not to honor any items when your available balance is insufficient to cover them, you may opt out of our discretionary Overdraft Protection Program by contacting us and informing us of your decision. You acknowledge that without the Overdraft Protection Program or one of our other options for the payment of overdrafts (e.g., transfers from other accounts), any items presented that overdraw your account may be declined or returned unpaid and that you will be charged a NSF fee for each item that is declined or returned unpaid.

We are not obligated to cover 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 lacks a sufficient available balance. Furthermore, the assessment of service charges for each item presented against an insufficient available balance does not obligate us to pay any such item, nor does it obligate us to provide you with prior written notice of our decision to refuse payment. 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 NSF and/or OD 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.

RESOLUTION OF DISPUTES BETWEEN YOU AND UNITED

I. Resolution of Disputes Through Binding Arbitration PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

References to "United," "you," 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. Most customer concerns can be resolved to your satisfaction by calling our Customer Service Center 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 informally, we each agree 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.

However, arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**

For any non-frivolous claim that does not exceed \$75,000, United will pay all costs of the arbitration. In addition, in arbitration you are entitled to recover attorney's fees from United to at least the same extent as you would in court. Under certain circumstances, as explained below, United will pay you more than the amount of the arbitrator's award and will pay your attorney (if applicable)

twice his or her reasonable attorney's fees if the arbitrator awards you an amount that is greater than what United has offered you to settle the dispute.

II. Arbitration Agreement

1) United and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. This agreement to arbitrate includes (but is not limited to):

- claims arising out of or relating in any way to any aspect of the relationship between us, whether such claims are based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before this or any prior Agreement between us came into existence, including any claims relating to advertising; and
- claims that may arise after the termination of this Agreement or any other agreement between us.

Regardless of the foregoing, United or you may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal or state agencies. Such agencies can, if the law permits, seek relief on your behalf.

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.

This Agreement pertains to a transaction in interstate commerce, and thus the Federal Arbitration Act (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 the termination of this Agreement or of any subsequent agreement between us.

(2) Before you may seek arbitration you must first send to United, by certified mail, a written Notice of Dispute ("Notice"). The Notice to United should be addressed to: Vice President of Compliance, United Bankshares, Inc., 1200 Grosscup Avenue, Dunbar, West Virginia 25064 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If United and you do not resolve the claim or dispute within 30 days after the Notice is received, you or United may commence an arbitration proceeding.

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 Notice of Dispute. The Notice of Dispute shall (a) describe the nature and basis of the claim or dispute between us; and (b) set forth the specific relief sought by United. If you and United do not resolve the claim or dispute within 30 days after you receive the Notice of Dispute, you or United may commence an arbitration proceeding.

During the arbitration, the amount of any settlement offer made by United to you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled.

(3) After United receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the arbitration filing fee, unless your claim is for more than \$75,000. The filing fee is currently \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, United will pay it directly upon receiving a written request at the Notice Address.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1.800.778.7879, or by writing to the Notice Address.

If AAA is unable or unwilling to serve as the provider or administrator of arbitration, United may substitute another national arbitration organization with similar procedures.

The arbitrator is bound by the terms of this Agreement. **All issues are for the arbitrator to decide, except issues relating to the scope and enforceability of the arbitration agreement that are for the court to decide.**

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.

Regardless of the manner in which the arbitration is conducted, 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 otherwise provided for herein, United will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse United for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA Rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of United's last

written settlement offer made before an arbitrator was selected, then United will:

- pay you the amount of the award or \$10,000 (“the alternative payment”), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys’ fees, and reimburse any expenses (including, if applicable, any expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration (“the attorney premium”).

If United did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

(5) The right to attorneys’ fees and expenses discussed in Paragraph (4) supplements any right to attorneys’ fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys’ fees or costs.

Although under some laws United may have a right to an award of attorneys’ fees and expenses if it prevails in an arbitration, United agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **YOU AND UNITED AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and United agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. **If this specific provision is found to be unenforceable, then the entirety of this arbitration agreement shall be null and void.**

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 your account 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 six months of receipt or following six months of inactivity. Once frozen or closed, you will be required to contact us to reactivate or obtain a new 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 six months of receipt or following six 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. We charge you a fee based on the total withdrawal amount 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
- 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 eBanking, Mobile Banking and Bill Payment Disclosure Statement 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 eBanking, Mobile Banking and Bill Payment 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 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 Limit 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. 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 lit. 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 \$225 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:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

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

Funds from all other check deposits will be available on the fifth business day after the day of your deposit.

However, we may place longer holds on certain items for other reasons, such as large deposits (see LONGER DELAYS MAY APPLY above).

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

Check 21 Introduces Changes to Check Processing

The Check Clearing for the 21st Century Act (Check 21) was enacted by Congress to reduce the time and expense associated with processing and transporting the billions of checks that Americans write each year, and as a means of fighting check fraud.

Financial institutions have the option to create a digital image of the original check, which is then transported through the payment system electronically, along with other information pertaining to the check. The original paper check may be destroyed. When the electronic image is converted back to paper, it is known as a "substitute check."

- A substitute check must be accepted as proof of purchase or payment by merchants, governments and other payees, just as if it were the original check.
- No individual, business or financial institution may "opt out" of Check 21.

What Does a Substitute Check Look Like?

The images below show the front and back of a sample substitute check. Slightly larger than a normal consumer check, the substitute check contains a reduced version of the original check, other documentation to identify the transaction, and the words, "This is a LEGAL COPY of your check. You can use it in the same way you would the original check."



What Changes Can You Expect?

Check 21 won't change the way you write checks, or receive them from others. However, you may notice that checks clear faster - sometimes in a day or even less. This is one element in the government's plans to reduce check fraud, by identifying fraudulent items more quickly. But faster check clearing also means less "float," so it is important that you have the funds in your account to cover the checks you write to avoid overdrafts.

Please refer to the accompanying notice on your rights regarding substitute checks, and keep it with your files for future reference. If you have any additional questions, visit your nearest United Bank office or call us at 1.800.327.9862.

Your Rights Regarding Substitute Checks

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under the law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

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.

Not all paper checks will be converted to substitute checks, and United Bank has no immediate plans to create substitute checks. However, we may receive them from other financial institutions.

If you receive your canceled checks with your statement, you may receive a combination of original checks and substitute checks. If your checks are not returned to you with your statement, you may receive a substitute check when you:

- Request a copy of a paid check from United Bank
- Receive a check you deposited that is returned unpaid

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.

Transaction limitation:

Transfers from a Money Market Investment or Super Money Market account to another account or to third parties by preauthorized, automatic, computer, or telephone transfers or by check, draft, debit card, or similar order to third parties are limited to six per statement cycle.

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

PLATINUM SAVINGS ACCOUNT WV JUMPSTART 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.

Transaction limitation:

Transfers from a Platinum Savings account to another account or to third parties by preauthorized, automatic, computer, or telephone transfers or by draft, debit card, or similar order to third parties are limited to six per month.

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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Terms and Conditions of Your Account Addendum

IMPORTANT CHANGES

Effective **August 1, 2022**, the following changes have been made on consumer accounts:

The \$5 continuous Overdraft fee is discontinued.

The \$36 Insufficient Funds (NSF) fee is discontinued.

The number of overdraft fees is reduced from 6 to 3 per business day.

The threshold for charging an overdraft fee is increased from \$5 to \$50.

Please contact your local branch or Customer Care at 1.800.327.9862 for additional information.

Effective **October 1, 2022**, for consumer accounts, United Bank will discontinue charging the \$36 Unavailable Funds Overdraft Fee and the \$11 Transfer Charge (account-to-account) to cover overdrafts. Please contact your local branch or Customer Care at 800.327.9862 for additional information.



FACTS WHAT DOES UNITED DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

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

- Social Security number and Payment history
- Credit history and Transaction history
- Account transactions and Account balances

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

Reasons we can share your personal information	Does United share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	Yes
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing

- Call Toll-free 1.800.327.9862 to speak to one of our Customer Service Representatives
- Call or visit one of our branch locations and speak to one of our staff members

Please note:
If you are a *new* customer, we can begin sharing your information 45 days from the date we provide this notice at account opening. When you are *no longer* our customer, we may continue to share your information as described in this notice.
However, you can contact us at any time to limit our sharing.

Questions? Call toll-free 1.800.327.9862 or go to www.BankWithUnited.com

Who We Are	
Who is providing this notice?	United means the following institutions: United Bankshares, Inc., United Bank, United Brokerage Services, Inc., United Title Company, and George Mason Mortgage, LLC.
What We Do	
How does United protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does United collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ● Apply for a loan ● Give us your income information ● Provide employment information ● Give us your employment history ● Give us your wage statements We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ● sharing for affiliates' everyday business purposes - information about your creditworthiness ● affiliates from using your information to market to you ● sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> ● <i>Our affiliates include financial companies such as: United Bankshares, Inc., United Bank, United Brokerage Services, Inc., United Title Company, and George Mason Mortgage, LLC.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> ● <i>United does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ● <i>Our joint marketing partners include identity theft protection, financial products or services and investment/insurance companies.</i>

Other Important Information

For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

For Vermont Members/Customers. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.BankWithUnited.com or call 1.800.327.9862.