

United Bank Business Terms and Conditions

Definitions 2

Contacting Us 2

Account Opening 2

General Account Information 2

Communications 3

Deposits, Withdrawals, and Payments 3

Savings Accounts 5

Electronic Fund Transfers 6

United Debit Card Transactions 6

Overdraft and Nonsufficient Funds (NSF) Fees 6

Periodic Statements 7

Limits on Our Liability 8

Account Maintenance 8

Errors and Disputes 8

Miscellaneous Account Information 9

Additional Terms 10

Digital Banking 11

Dispute Resolution, Agreement to Arbitrate, and Class Action Waiver 11

Funds Availability Disclosure for Checking Accounts 13

Substitute Checks and Your Rights 14



Effective: September 1, 2026

THESE TERMS REQUIRE CLAIMS TO BE ARBITRATED AND FORBID CLASS ACTIONS UNLESS YOU EXERCISE YOUR RIGHT TO REJECT ARBITRATION AS PROVIDED IN THE ARBITRATION PROVISION.

These Business Deposit Account Terms and Conditions (these "Terms") govern your United Bank business deposit account ("Account").

We may change these Terms or add new provisions from time to time, unless prohibited by applicable law. If we are required by applicable law to notify you of a change, we will provide notice as required by law. If you do not agree to a change, you should stop using and close your Account, and we may require you to close your Account. By continuing to use your Account after a change becomes effective, you are accepting the updated Terms.

These Terms apply to your Account regardless of how you access or use it, including in our branches, by phone, through the internet (such as our website or mobile app), through text messages or email, or through links from another website using a computer, mobile device, or other device.

Your Account may include features or functionality provided directly by us or by third-party service providers. Certain features may be subject to additional disclosures, terms, or eligibility requirements presented to you when you enroll in or use those features. If there is a conflict between these Terms and another agreement that specifically governs a particular Account, product, or service, these Terms will control to the extent of the conflict, unless otherwise stated.

DEFINITIONS

"Access Credentials" means your Account numbers, checks, debit cards, usernames, passwords, authentication codes, and any other security credentials or similar information used to access your Account.

"Account" means your United Bank business deposit account.

"Account Holder" means each entity that holds present rights to an Account.

"Alert" means a notification, message, or communication generated automatically or manually, including Account alerts, security alerts, transaction alerts, push notifications, or in-app messages.

"Authorized Signer" means each person authorized to access and transact on the Account, including any person identified to us as an agent of the Account Holder.

"Bank," "we," "us," or "our" means United Bank, a bank chartered by the Commonwealth of Virginia, which may operate under the tradename United Bankshares.

"Business Day" means Monday through Friday, excluding U.S. bank holidays.

"Communication" means messages or notices delivered through any lawful channel permitted under these Terms, including email, text message, telephone call, push notification, in-app message, postal mail, or other electronic means.

"Day" means a calendar day.

"Digital Banking" or "Digital Banking Service" means banking and related services provided to you electronically, through our website, mobile app, or similar electronic tools.

"Terms" means these United Bank Business Deposit Account Terms and Conditions, including all amendments, updates, and modifications made in accordance with its terms.

"You" or "your" means each Account Holder.

CONTACTING US

If you have questions about your Account, need assistance, wish to report suspected fraud or unauthorized activity, or want to request accommodations or alternative formats for communications, you may contact us using the methods below:

Phone: 800.327.9862

Mailing Address: United Bank Customer Care, P.O. Box 393
Charleston, WV 25322

For purposes of these Terms, whenever we instruct you to "contact us," "notify us," or use similar language, it refers to the contact methods listed in this section, unless we expressly specify a different method.

We may also contact you regarding your Account, security matters, or for other operational purposes using the communication methods described in these Terms, including telephone calls, text messages, push notifications, in-app messages, or email.

Security Reminder: To Help Protect You From Fraud and Phishing Attempts

We will never contact you and ask you to provide your debit card PIN, one-time passcode, full Tax ID or EIN, or Access Credentials through an unsolicited call, text message, email or social media message. If you receive a request for this information or any other sensitive information, do not respond, click links or open attachments. Contact us using the phone number above or on the back of your debit card.

If you receive a communication that appears suspicious or requests sensitive information in an unexpected manner, please contact us directly using the contact information above.

We may require you to verify your identity before discussing or acting on your request. Communications sent through unsecured channels, such as standard email or text messaging, may not be confidential and should not include sensitive information unless specifically requested by us through secure methods.

If you believe your Access Credentials have been lost, stolen, or compromised, or that unauthorized activity has occurred, please contact us immediately using the methods above.

ACCOUNT OPENING

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.

What this means for you: When you open an Account, we will ask for your name, address, EIN (or social security number for sole proprietors), and other information that will allow us to identify you, the Account Holder's beneficial owners, and any Authorized Signer. We may also ask for information to verify the Account Holder's business existence, and for the driver's license or other identifying documents of the Account Holder's beneficial owners and Authorized Signer. You must provide a physical address. We may ask our established customers for identification, and we will use this information to update our files.

Who May Open and Maintain an Account

Your Account is a business account and must be used primarily for business purposes.

If you use the Account for personal, family, or household purposes or otherwise fail to comply with these Terms, we may limit access to the Account or close it.

To be eligible to open and maintain an Account, you must:

- Provide your business name, type of business, taxpayer identification number, and business address;
- Provide documentation to verify that the business is validly organized and in good standing;
- Provide information to verify the identity of certain beneficial owners, which may include their name, title, residential address, date of birth, and Social Security Number (SSN); and
- Make any required opening deposit.

Minimum Opening Balance and Fees

Minimum opening balance requirements and applicable fees are described in the separate Business Fee Schedule, which is incorporated into these Terms by reference.

Closure for Failure to Provide Required Information

We may conditionally open an Account based on your promise to provide additional information. If you fail to provide the information we request within 10 days of Account opening, we may close your Account.

GENERAL ACCOUNT INFORMATION

Account Holders and Account Types

We offer several types of deposit accounts. Accounts may differ based on how the Account is held and based on the features of the Account type (such as checking, savings, money market accounts, or certificates of deposit). The services, features, eligibility requirements, and fees applicable to each Account type may differ and are described in the Business Fee Schedule and other product disclosures we make available to you.

Subject to applicable law, we may discontinue existing Account types or introduce new Account types from time to time. Some legacy Account types may remain open but may no longer be offered to new customers.

Fiduciary Accounts: Accounts may be opened by a person acting in a fiduciary capacity, such as a trustee, executor, administrator, conservator, or other authorized representative. We are not responsible for the actions of a fiduciary, including the misuse of funds. By

opening or maintaining a fiduciary Account, you acknowledge that we are not acting as trustee and do not undertake any duty to monitor or enforce the terms of any trust agreement, court order, or other governing document.

IOLTA Accounts: IOLTA Accounts (Interest on Lawyers' Trust Accounts) may be subject to additional terms and conditions and requirements under applicable law. IOLTA Account Holders are responsible for complying with applicable law, including restrictions on the types of transactions that may be made from an IOLTA Account. You authorize us to notify state governmental authorities of certain activity on your IOLTA Account.

Authorized Signers

Each Authorized Signer is authorized to make deposits, withdrawals, give us instructions, close the Account, sign any agreements or documents related to the Account, or do anything else involving the Account on the Account Holder's behalf. You agree to indemnify and hold us harmless from any losses in connection with any of the foregoing acts by an Authorized Signer, even if the Authorized Signer's actions exceed the authority granted by the Account Holder. Bank is entitled to recognize the authority of each Authorized Signer pursuant to these Terms unless and until you provide us with written notice, in a form acceptable to us, that the existing authorization is changed or terminated along with any supporting documents that we may request, and we have received and had a reasonable opportunity to act on that notice. We are not responsible for any losses if you fail to timely and properly notify us of a change in an Authorized Signer's authority, including any losses incurred before we have had a reasonable opportunity to implement the change in our systems.

Tax Reporting and Backup Withholding

You are responsible for all taxes attributable to your use of the Account. Federal law requires us to report interest earned on certain Accounts to the Internal Revenue Service (IRS). When you open such an Account, you must certify your correct tax identification number to us as required by law. Your tax certification will apply to all existing and future Accounts you hold with us, unless you update your certification. We may withhold taxes if you fail to certify your tax identification number, the IRS notifies us that the tax identification number provided is incorrect, or we are notified that your Account is subject to backup withholding. You may also be subject to government penalties.

FDIC Insurance Coverage

The Federal Deposit Insurance Corporation (FDIC) protects depositors of insured banks against the loss of their deposits due to a bank failure. The standard insurance amount is \$250,000 per depositor, per FDIC-insured bank, and per ownership category. In determining how much insurance is applicable to your Account, you need to consider all of the accounts that you hold with us and their ownership categories. For more information, visit the FDIC's website at www.fdic.gov/resources/deposit-insurance or call the FDIC directly at 1-877-ASKFDIC (1-877-275-3342). You can also refer to the FDIC's Electronic Deposit Insurance Estimator (EDIE) at www.fdic.gov/edie.

In Georgia, branches operating under the United Bankshares name are in fact United Bank branches. United Bank is one bank regardless of whether you maintain your account at a United Bank branch outside of Georgia or at a United Bankshares branch within Georgia. Specifically, for purposes of your FDIC insurance coverage, United Bank and its United Bankshares branches in Georgia are viewed together as a single bank. If you hold one or more accounts maintained at a United Bank branch outside of Georgia and you also hold one or more accounts maintained at a United Bankshares branch within Georgia, all of these accounts are seen as being held at a single bank and are restricted to the standard insurance amount of \$250,000 per depositor, per insured bank, for each account ownership category.

We may offer services to insure deposits that exceed the standard FDIC insurance amount. Contact us to learn more about these services, including additional terms and conditions that may apply.

COMMUNICATIONS

Methods of Communication

You agree that we may communicate with you regarding your Accounts, transactions, security matters, or these Terms through any lawful communication channel, including email, telephone calls, text messages (SMS or similar messaging), push notifications, in-app messages, website or mobile application notices, secure messages within the Digital Banking Service, postal mail, or any other electronic or digital communication method that we make available now or in the future (collectively, "Communications").

Communications may include operational messages, account notices, transaction confirmations, fraud alerts, security notifications, service updates, disclosures, or other information relating to your relationship with us.

Communications from us about your Account are only provided in English. We may provide you with communications translated into other languages solely as a

convenience. You agree you will not rely on any translated communications that we provide to you.

Alerts, Push Notifications, and In-App Messages

We may provide you with alerts and notifications, including account alerts, transaction alerts, fraud or security alerts, and device notifications (such as push notifications) (collectively, "Alerts"). Alerts may be delivered through email, text message, push notification, or in-app messaging.

You acknowledge that:

- Alerts may be delayed, intercepted, or not received due to factors outside our control;
- Alerts are provided as a convenience and may not replace your responsibility to monitor your Accounts and transactions;
- We may send Alerts automatically based on account activity, risk monitoring, or security concerns;
- You must ensure we have current contact information to receive fraud alerts promptly; and
- Failure to respond to a fraud alert may result in delayed detection of unauthorized activity.

We are not responsible for any losses arising from delayed or undelivered Alerts to the extent permitted by applicable law.

Telephone Calls, Text Messages, and Automated Communications

You agree that we and our service providers may contact you using the contact information you provide to us, including by telephone call, prerecorded or artificial voice message, text message, push notification, or other automated technology, for purposes related to your Accounts, fraud prevention, identity verification, customer service, or account servicing, to the extent not prohibited by applicable law.

Standard message, data, or carrier charges may apply to Communications sent to your mobile device, and you are responsible for any such charges.

You understand that electronic Communications, including email and text messaging, may not be secure and may be subject to interception or unauthorized access.

If you receive a call or message requesting verification and you are unsure of its legitimacy, you should contact us using the phone number in the Contacting Us section above or on the back of your debit card. While we may contact you regarding suspicious activity, we will never request your password, PIN, or one-time passcode. If you receive any communication requesting such information, assume it is fraudulent, do not respond, and contact us immediately.

Communications From You

You may contact us in accordance with the Contacting Us section of these Terms. Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

Monitoring and Recording Telephone Calls

Except where prohibited by applicable law, we may monitor or record phone calls for security reasons, to maintain a record, to ensure that you receive courteous and efficient service, and to improve our products and services. You hereby consent in advance to any such recording.

DEPOSITS, WITHDRAWALS, AND PAYMENTS

Deposit and Withdrawal Requirements

You can make deposits to and withdrawals from your Account in accordance with these Terms. Deposits may be made with Automated Clearing House (ACH) transfers, wire transfers, internal transfers between accounts at the Bank, checks, and cash. We may make additional methods of deposits and withdrawals available to you. When you make a deposit, we act only as your collection agent and will not be responsible beyond the exercise of ordinary care. All deposits are provisionally credited subject to our receipt of final payment. If a check deposit or funds transfer is returned to us for any reason, you agree that we may deduct the amount of the check or transfer from your Account. We may send the returned check or transfer back for collection a second time without notifying you, and you waive any notice of dishonor and protest. At our discretion, we may return, reject, delay, or refuse to accept a deposit.

Cash Withdrawal Limits: We reserve the right to place an absolute limit on the amount of cash that may be withdrawn at any one time, or over any particular period of time, regardless of any notice provided.

Advance Notice of Withdrawals: 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 from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.)

Certificate of Deposit Limits

No Penalty Certificate of Deposit: You may withdraw principal from a no penalty certificate of deposit before maturity. One withdrawal of principal during the term of the certificate will be permitted without penalty. However, no withdrawals are permitted during the first seven business days after the deposit. (For certificates that automatically renew, there is a ten-day grace period beginning with the maturity date during which withdrawals are permitted without penalty.) Except as mentioned above, any withdrawal of principal from the certificate before the maturity date will be charged a penalty based on the applicable Business Fee Schedule.

Other Certificates of Deposit: Except as mentioned in the terms of this certificate of deposit Account, you cannot withdraw any principal before the maturity date without our consent and we may charge a penalty. We can only consent to an early withdrawal at the time you request it. The penalty will be in the amount equal to:

- For certificates with an original term that is equal to or less than 3 months, the penalty is the greater of all interest earned on the amount withdrawn, or 7 days of interest.
- For certificates with an original term that is greater than 3 months but less than or equal to 1 year, the penalty is 3 months of interest on the amount withdrawn.
- For certificates with an original term that is greater than 1 year but less than or equal to 2 years, the penalty is 6 Months of interest on the amount withdrawn.
- For certificates with an original term that is greater than 2 years, the penalty is 12 Months of interest on the amount withdrawn.
- We use a nominal (simple interest) rate in effect to calculate the penalty. We will charge the penalty first against any interest then in the account and any excess will be deducted from the amount you withdraw.

How to Access the Funds in Your Account

You may access the funds in your Account in several ways, including debit card transactions, ACH transactions, and check transactions. Debit card transactions may be authorized using a PIN, signature, or chip-enabled card. ACH transactions include electronic payments you authorize, such as recurring payments you establish with a merchant. These payment methods use different processing systems, and some transactions may take more or less time to post to your Account. We reserve the right to delay, reject, and reverse any transaction on your Account (i) that is or would be prohibited by these Terms and (ii) to prevent any fraud or losses to you or us.

For additional information about accessing your Account electronically see the Electronic Fund Transfers section of these Terms and the terms applicable to the Digital Banking Service.

Check Processing

Acceptance of Checks: We may accept for deposit any check or other item payable to you or your order, even if it is not endorsed by you. We may also provide cash back to any one of you. If a deposited item is missing an endorsement, we may supply the missing endorsement. You warrant that all endorsements on items deposited to your Account are genuine.

To help ensure that a check is processed without delay, you must endorse it (sign the back of the check) in the designated endorsement area. Your endorsement, whether a signature or stamp, and any additional information written on the back of the check must appear within 1½ inches of the trailing edge of the check. Endorsements should be made in blue or black ink so they can be read by automated check-processing equipment.

You agree to indemnify and hold us harmless from any loss, liability, damage, or expense resulting from endorsements or other markings on a check that obscure or interfere with required endorsements.

Reliance on Encoded Information: We process checks using automated systems that rely primarily on the information encoded in magnetic ink along the bottom of the check. As a result, we do not individually review each check to determine whether it is properly completed, signed, or endorsed. You agree that we exercise ordinary care if our automated processing is consistent with general banking practices, even if we do not manually review each item. Because we do not review each check, if a check is made payable to multiple payees, we may properly pay the check regardless of the number of endorsements unless you notify us in writing that multiple endorsements are required. Your notice must include the date of the check, check number, amount, and payee, and must be received in time for us to have a reasonable opportunity to act. We are not

responsible for unauthorized signatures or alterations that could not be detected through a reasonable inspection of the check.

Restrictive Legends or Endorsements: Unless we have agreed otherwise in writing, we are not required to honor such restrictions or instructions. Examples of restrictive legends include statements such as "must be presented within 90 days" or "not valid for more than \$1,000." An example of a restrictive endorsement is the payee's signature accompanied by the words "For Deposit Only." Unless we have agreed in writing to the restriction, we are not responsible for any losses, claims, damages, or expenses that result from such instructions.

Stale-Dated Checks: We may, but are not required to, pay any check that is presented more than six months after its date.

Stop Payment Orders: We may accept a stop payment order on any item from you. You must make a stop payment order in compliance with applicable law, and we must receive it before the check clears and with sufficient time to implement the stop payment. Your stop payment order must identify the number, date, and amount of the item, and the payee. A written stop payment order is effective for six months and will lapse after that time if it is not renewed in writing before it expires. We may not notify you when a stop payment order expires. Each stop payment order, including each renewal, is subject to a stop payment fee.

You agree to indemnify us for any damages or expenses, including attorneys' fees, that we incur because of a stop payment order. 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. Be advised that anyone holding an item may be entitled to enforce payment against you despite a stop payment order.

Notwithstanding a stop payment order, we are not liable for the payment of a check that is presented electronically (such as a substitute check, converted check, remotely created check, or imaged check) that does not contain the check number. We will charge you a standard stop payment fee regardless of whether or not we are able to honor the stop payment.

Check Cashing by Others: We may charge a fee to a person who does not have an Account with us who presents a check, draft, or other instrument drawn on your Account for payment. We may also require reasonable identification before cashing a check. We may determine what identification is reasonable under the circumstances, which may include documentary identification or physical identification such as a thumbprint or fingerprint.

Truncation, Substitute Checks, and Other Check Images: If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid.

You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate.

We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check. For additional information regarding substitute checks, please refer to the Substitute Checks and Your Rights section of these Terms.

Remotely Created Checks: Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned.

We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

Wires and Other Funds Transfers

Unless otherwise required by applicable law, including Regulation J or the operating circulars of the Federal Reserve Banks, funds transfers involving your Account are governed by Article 4A of the Uniform Commercial Code as adopted in the state where your Account is maintained.

If you originate a payment order and identify a beneficiary, intermediary financial institution, or beneficiary's financial institution by both name and identifying number, we and any receiving or beneficiary financial institution may rely on the identifying number in executing the transfer. We may rely solely on the identifying number even if it identifies a person, financial institution, or account other than the one named.

You agree to be bound by the rules of any funds transfer system, including the Automated Clearing House (ACH) system and any other applicable payment networks. These rules provide, among other things, that any credit to your Account resulting from an ACH entry or other funds transfer is provisional until final settlement through a Federal Reserve Bank or otherwise as provided in Section 4A-403 of the Uniform Commercial Code.

If final settlement is not received, we may reverse the credit to your Account, and you agree to refund any amount credited to your Account. In that event, the party originating the payment will not be considered to have paid the amount credited.

We may receive payment orders for your Account by wire transfer, ACH entry, or other funds transfer systems. Unless required by law, we are not obligated to provide notice when we receive a payment order or credit your Account.

At your written request, we may provide notice of such transfers to the email address you designate. Any such notice is provided as a courtesy and convenience only. Failure to provide notice, or providing delayed or inaccurate notice, will not create any liability for us.

International Currency, Checks, and ACH Transactions

To deposit international currency and international checks, you may be required to agree to additional terms and conditions and pay international transaction fees.

Certain ACH transactions may be classified as International ACH Transactions (IATs) under applicable payment network rules and be subject to international transaction fees. We may be required by law to review international deposits and IATs against the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) list and other applicable sanctions programs. As a result, we may delay, block, reject, or otherwise suspend processing of international deposits and IATs while we perform required compliance reviews. These reviews may delay the processing, settlement, or availability of the transaction. We are not responsible for delays caused by such compliance obligations.

Certificate of Deposit Renewals and Rate Adjustments

If your certificate of deposit Account automatically renews at maturity, you have a grace period of 10 calendar days, beginning on the maturity date, to withdraw funds without being charged an early withdrawal penalty. Upon maturity of a certificate of deposit, the term, interest rate, and features applicable to your renewal may change. We will provide you with notice of these changes as required by applicable law. For example, if a six-month certificate of deposit is opened with an interest rate that is not available when the certificate matures, it will renew with an interest rate that is available to new six-month certificate of deposit Account Holders, and a special or promotional certificate of deposit may renew with a different term and interest rate.

Account Errors and Adjustments

All deposits and other credits to your Account are subject to verification and final payment. Any credit we provide for an item deposited to or cashed against your Account is provisional and may be revoked if the item is returned unpaid, if the amount of the item is incorrect, or if we determine that the credit was made in error. We may correct any error in your Account at any time, including errors resulting from:

- encoding or processing mistakes
- deposits posted for an incorrect amount or to an incorrect payee
- returned or unpaid items
- duplicate transactions
- system or processing errors
- unauthorized or improper endorsements
- adjustments required by payment networks, clearing houses, or other financial institutions

We may make these corrections within a reasonable time after discovering the error, even if the correction occurs after your Account statement has been issued. If we need to investigate a transaction, obtain a missing endorsement, or resolve a dispute relating to an item, we may place a hold on the funds in your Account while the matter is being reviewed. If an adjustment results in a negative balance in your Account, you are immediately

responsible for repaying the amount owed. We may recover the amount owed by charging your Account or any other Account you maintain with us, as permitted by law. See the Our Setoff Rights section of these Terms for additional information.

You agree to cooperate with us in correcting any error relating to your Account. This cooperation may include providing information or documentation, signing statements, and contacting merchants, payees, financial institutions, or other third parties involved in the transaction if reasonably requested by us. Our right to correct errors or recover funds is not affected by any delay in discovering the error or by your use of the funds, and we may exercise these rights even if the adjustment results from our own processing or operational error.

Claims, Indemnities, and Warranty Recoveries

In addition to our rights to correct errors and adjust your Account, you agree that we may debit your Account (or any other Account you maintain with us, as permitted by law), reverse any credit, and/or place a hold on funds to satisfy or resolve any claim, chargeback, return, adjustment, recovery, indemnity, demand, or liability asserted by or through a depository bank, paying bank, drawee, drawer, issuer, payment network, clearing house, or other third party that relates to an item, deposit, or other transaction involving your Account, to the extent permitted by applicable law. This includes claims or demands arising from, or relating to, (i) counterfeit, altered, or forged checks or other items, (ii) missing, unauthorized, or improper endorsements, (iii) breach of any presentment warranty, transfer warranty, or other warranty or obligation under applicable law (including the Uniform Commercial Code), clearing house rules, or payment network rules, (iv) encoding errors, duplicate presentments, or other processing issues, and (v) late returns or other claims asserted by another financial institution or third party. We may take these actions even if funds were previously made available to you, and even if the original item is not returned through ordinary processing channels. We may place debited funds in a suspense or other internal account while the matter is being investigated or resolved and may remit all or part of the funds to a third party in satisfaction of the claim. We are not required to contest, litigate, or appeal any such claim or demand, but may do so in our discretion. You agree to cooperate with us and to provide documentation or authorizations reasonably requested by us in connection with any such matter.

Advisory Against Illegal Use

You agree not to use your Account for illegal gambling transactions or any other illegal purposes. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this Account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. Display of a payment card logo by a merchant does not necessarily mean that transactions are lawful.

SAVINGS ACCOUNTS

Your Account is a savings Account subject to this section if its title includes the word "savings," such as an Online Savings Account, or is a money market Account.

Interest

Interest on your Account is calculated using the daily balance method, which applies a daily periodic rate to the principal and any interest accrued in the Account each day. Interest is compounded daily and credited to your Account monthly. We pay interest only in whole cents. Any fractional interest will be carried forward and included in the next interest calculation.

In general, interest begins to accrue on the Business Day we receive your deposit. For ACH transfers that you initiate from your Account through us, interest begins to accrue on the Business Day the transfer is initiated, provided the transfer request is submitted before 6:00 p.m. Eastern Time. Transfers initiated after that time will begin to accrue interest on the next Business Day. For non-cash deposits, interest begins to accrue no later than the business day we receive credit for the non-cash deposit. If the Account is closed before interest is credited, any accrued interest will be paid through the last full day before the Account is closed. However, interest on any certificate of deposit that is canceled during a renewal grace period will be forfeited. We may change the interest rate and annual percentage yield (APY) on your Account at any time, in our discretion, unless otherwise required by applicable law. Current interest rates and APYs are available on our website and may change from time to time.

See the Rate Disclosure for additional information about the rates that apply to your Account.

Notice of Withdrawal for Savings Accounts

We reserve the right to require seven (7) days' written notice before permitting a withdrawal from a savings Account.

ELECTRONIC FUND TRANSFERS

The electronic fund transfers (EFT) we are capable of handling are indicated below, and additional services may be provided pursuant to separate agreements. By initiating or receiving EFTs, you agree to be bound by the NACHA Operating Rules. For terms relating to debit card transactions, see the Debit Card Transactions section.

Types of EFTs

You may use your Account for the following types of EFTs.

Electronic Fund Transfers Initiated by Third Parties: You may authorize a third party to initiate one or more electronic fund transfers to or from your Account. This may include preauthorized credit and payments, electronic check conversions, and electronic returned check charges. You should only provide your 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.

Transfers by Phone: You may access all your United accounts by telephone at 1.877.334.4646 (toll free) using your personal identification number, a touch tone phone, and your account numbers, to transfer funds between your Accounts, and to pay amounts due on other products with us, such as a credit card or installment loan payment.

Digital Banking Transfers: You may use our Digital Banking Services to:

- Make mobile deposits;
- Transfer funds between your Accounts, between external accounts and your Accounts, or to pay amounts due on other products with us, such as a credit card or installment loan payment and
- Make payments to third parties, such as bill payments.

You may also use our Digital Banking Services to obtain Account information, including your balance and transaction history.

Fees for EFTs

Please refer to the separate Business Fee Schedule for a listing of all fees related to EFTs.

Limits on Frequency and Dollar Amount of Transfers

Certain Accounts may be subject to limits on the frequency and dollar amount of transfers. We will provide you with notice of these limits as required by applicable law.

For security reasons, we may also apply temporary or permanent limits on the frequency and dollar amount of transfers.

UNITED DEBIT CARD TRANSACTIONS

You may use your United Debit Card to purchase goods (in person, by Internet, by phone or otherwise), pay for services (in person, by Internet, by phone or otherwise), or get cash from a merchant, if the merchant permits, or from a participating financial institution. We reserve the right to limit your use of the United Debit Card to the lesser of (i) any dollar amount limitation provided to you at account opening or as such amount may be changed by us, and (ii) your available balance.

Non-Visa Transactions

Non-Visa Debit Transactions. We may enable the use of your United Debit Card on a non-Visa Network. Note that the additional limits on liability and streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed a non-Visa Network.

ATM Transactions

You may use your United Debit Card and personal identification number, for each linked Account, to:

- Make deposits at ATMs that we own or operate;
- Make cash withdrawals, however, your cash withdrawals may be subject to daily limits and withdrawals at ATMs that we do not own or operate may be subject to fees, charges, and other limitations; or
- Transfer funds between your Accounts or pay amounts due on other products with us, such as a credit card or installment loan payment.

You may also use ATMs to obtain Account information, such as your current balance. Note that some or all of these services may not be available at all ATM or debit card terminals and may be subject to additional limitations.

Debit Card Fees

Please refer to the separate Business Fee Schedule for a listing of all fees related to United Debit Card transactions. 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).

Currency Conversion and Other International Transactions

When you use your United Debit Card for a transaction in a currency other than US dollars, the transaction amount will be converted into the corresponding US dollar amount. The currency conversion rate is either selected by Visa, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the date such a transaction is processed may differ from the rate in effect on the transaction date or posting date.

We may charge you an international transaction fee on international transactions, even where there is no currency conversion. See your Business Fee Schedule.

OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES

An overdraft occurs when there is not enough money in your Account to pay a transaction, but we authorize or pay (cover) the transaction anyway.

A nonsufficient funds (NSF) transaction occurs when there is not enough money in your Account to pay a transaction and we decline the transaction or return the item unpaid.

Understanding the Ledger Balance and Available Balance

Your Account has two types of balances:

Ledger Balance: The ledger balance reflects transactions that have posted to your Account, including deposits and withdrawals. It does not include pending transactions.

Available Balance: The available balance reflects the money available for new transactions. It includes pending transactions such as debit card authorizations and deposits that are subject to holds. The available balance may therefore be less than your ledger balance.

We use your available balance to determine whether a transaction will result in an overdraft or NSF item when the transaction posts to your Account.

Discretionary Overdraft Payments

We may, in our discretion, pay or decline any item that would overdraw your Account.

Each time we pay a transaction that overdraws your Account, we may charge an overdraft fee.

We are not obligated to pay any transaction that exceeds your ledger or available balance, including checks, ATM withdrawals, debit card transactions, ACH transfers, or other electronic payments. If we pay a transaction that overdraws your Account, you are immediately responsible for repaying the overdraft amount and any applicable fees. You agree to promptly deposit funds sufficient to restore your Account to a positive balance.

You cannot rely on us to pay an overdraft, even if we have previously paid overdrafts for you. Our decision to pay or decline any transaction is made on a transaction-by-transaction basis.

We may change our overdraft practices at any time without notice.

We are not required to notify you before or after we decide whether to pay or decline a transaction that would overdraw your Account.

Managing Overdrafts

You may be able to avoid overdrafts by: (i) linking another Account for overdraft protection, or (ii) establishing an overdraft protection line of credit. Funds will not automatically transfer from another Account unless you have enrolled that Account in an overdraft protection service.

We may use subsequent deposits to repay overdrafts and applicable fees.

Overdraft Limits

Your Account may be assigned an overdraft limit. The amount of each overdraft transaction and each overdraft fee will count toward this limit until repaid. We generally do not pay transactions that would exceed your overdraft limit. Our overdraft service is not a line of credit and is provided solely at our discretion. We may change your overdraft limit or suspend or terminate overdraft services at any time without prior notice. Contact us if you would like to opt-out of this discretionary overdraft service.

Nonsufficient Funds (NSF)

An NSF transaction occurs when a payment would exceed your available balance and we decide not to pay the transaction. We may charge you an NSF fee for returned items as outlined in the Business Fee Schedule. The payee or merchant may also charge you a fee. Items returned for NSF may be presented for payment more than once by the payee. We do not control or monitor the number of times a transaction is re-presented.

Determination of Insufficient Funds

We may determine whether there are sufficient funds in your Account at any time between when we receive a transaction and when we return the item or provide notice of return. We may make this determination more than once. If we make a subsequent determination, the available balance at the later time will control whether the transaction

is paid or returned.

Temporary Debit Authorization Holds

When you use your debit card, the merchant may request a temporary authorization hold for an estimated transaction amount. This hold immediately reduces your available balance. The authorization amount may differ from the final amount that posts to your Account. This commonly occurs with purchases such as:

- gasoline
- hotel stays
- rental cars
- restaurant purchases

The authorization hold will be adjusted when the final transaction posts. This may take three calendar days or longer. In some cases, the authorization hold may expire before the transaction posts.

Posting Order of Transactions

The order in which items are posted to your Account is important, particularly if there is not enough money in your Account to pay all of the items that are presented. The posting order can affect the number of items overdrawn or returned unpaid and the amount of overdraft fees you may have to pay. To assist you in managing your Account, we are providing you with the following information regarding how we process transactions.

We group different types of transactions into categories, and for each category, into applicable subcategories. Posting categories include credits (e.g., deposits, account transfers into your account, refunds of debit card transaction purchases, etc.), debits (e.g., checks, debit card transactions, ACH transactions, account-to-account transfers from your account, ATM transactions, and online "bill pay" transactions), and fees or service charges. At the end of each business day, our computerized systems assign each transaction received for that day to a category and subcategory. All transactions within a category are posted according to their applicable subcategory. All transactions within a subcategory are generally posted using the posting order or orders that apply to that subcategory, before we post any transactions assigned to the next subcategory. All transactions within a category are generally posted using the posting order or orders applicable to that category and the subcategories within it.

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

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

If a check, item, transaction, or any other type of debit is presented without sufficient funds in your ledger balance to pay it, you will be charged an overdraft fee. The amounts of the overdraft and other fees are disclosed in the Business Fee Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid creating items or otherwise entering into transactions without sufficient funds and potentially incurring the resulting fees.

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

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

Payment of Debit Card Transactions

Authorized debit card transactions are not complete until they post to your Account. If other Account activity causes the funds available in your Account to drop below zero before the debit card transaction is paid, such as the payment of a check, you may no longer have sufficient funds for the transaction. If that occurs, the debit card transaction will cause an overdraft, but you will not incur an overdraft fee when this happens.

Daily Continuous Overdraft

If your Account is overdrawn for five (5) consecutive business days, you will normally be charged a continuous overdraft fee, as set forth in the Business Fee Schedule, for each subsequent day that your account is overdrawn by more than \$5.

Obligation to Pay Overdrawn Balances and Fees

You are responsible for the immediate repayment of any overdrawn balances and applicable fees or charges. 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, and acknowledge that these actions could affect your ability to open accounts with us in the future.

Overdraft Protection Plans

We offer the following overdraft protection plans in addition to the discretionary overdraft services described above:

Account Transfer Service: 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.

Overdraft Line of Credit: You can apply for a small, unsecured line of credit that would be available to cover you when an item overdraws your account. 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.

These overdraft protection plans are subject to additional terms and conditions, including fees that may apply in addition to those set forth in the Business Fee Schedule.

PERIODIC STATEMENTS

Review of Statements for Unauthorized Signatures or Alterations

You must examine your periodic statements and any accompanying items or images promptly and with reasonable care. If you discover, or reasonably should have discovered, any unauthorized signatures, alterations, forged checks, counterfeit checks, or other unauthorized transactions, you must promptly notify us of the relevant facts. If you fail to review your statement and notify us promptly of unauthorized transactions, you may be required to share the loss with us or bear the entire loss, depending on whether we exercised ordinary care and whether your failure contributed to the loss. Your failure to notify us may also result in you bearing the loss for additional unauthorized items by the same wrongdoer, even if those items occur after the statement you failed to review.

You agree that the time you have to examine your statement and report unauthorized signatures or alterations will depend on the circumstances, but will not exceed 30 days from the date the statement is first sent or made available to you electronically.

In addition, if you do not report any unauthorized signature or alteration within 60 days after the statement is first sent or made available, you may not assert a claim against us for any such items shown on that statement. As between you and us, the loss will be entirely yours. This 60-day limitation applies regardless of whether we exercised ordinary care and is in addition to the obligations described above.

Review of Statements for Other Errors

You must also examine your periodic statement and any accompanying items or images promptly and with reasonable care to identify any other errors or discrepancies. Examples include:

- incorrect deposit amounts;
- missing or unauthorized endorsements;
- improperly posted transactions; and
- duplicate or unexpected transactions.

You must notify us promptly if you discover any such error. The time you have to review your statement and report these errors will depend on the circumstances, but will not exceed 60 days from the date the statement is first sent or made available to you. If you fail to notify us of any such error within 60 days, you agree that you will be precluded from asserting a claim against us for any error reflected on that statement, and as between you and us the loss will be entirely yours.

Failure to Receive a Statement

You agree to promptly notify us if you do not receive your periodic statement by the time you normally expect it. A missing statement may indicate a problem with your Account, including potential fraud or identity theft. Except where required by applicable law or where our lack of ordinary care contributed to the loss, failure to receive a statement does not extend the time periods described in these Terms for reviewing statements and reporting errors.

LIMITS ON OUR LIABILITY

You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of any check, EFT, debit card transaction, or similar payment order, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

ACCOUNT MAINTENANCE

Change of Name, Address, Telephone Number, and Other Information

You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you, and of any changes to the ownership or control of your business or to the Authorized Signers on your Account, by contacting us. Unless we agree otherwise, notice of such a change must be made with sufficient documentation, in person at a branch, and in writing. Informing us of your address or name change on a check reorder form is not sufficient. If provided elsewhere, we may impose a service fee if we attempt to locate you. We may also, in our sole discretion, update your mailing address if we receive a notification of change from the U.S. Postal Service or a third-party address validation source.

Legal Actions Affecting Your Account

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, government agency request for information, bankruptcy trustee request, receivership order, insolvency proceeding request, or similar order relating to you, your account, or any funds or property held by us (collectively, "legal action"), we may rely on the representations contained in such legal action and may comply with or object to the legal action as we determine in our sole discretion, subject to applicable law. We may respond to any legal action in our discretion without regard to jurisdiction and we will not contest any legal action on your behalf. Nothing in these Terms shall be construed as a waiver of any rights you may have under applicable law with regard to such legal action.

Subject to applicable law, we may, in our sole discretion, freeze or place a hold on the assets in any Account, refuse withdrawals or transfers, return checks or other items unpaid, restrict access to funds, or take any other action we consider appropriate until the legal action is resolved or we receive satisfactory instructions from a court or governmental authority. We may take these actions even if the legal action involves less than all Account Holders.

We may use the funds in any Account permitted by applicable law to satisfy any legal action relating to any Account owner, including any levy, attachment, garnishment, bankruptcy trustee request, receivership, or other insolvency proceeding, and regardless of which Account Holder deposited the funds. Regardless of the terms of any legal action, we have a first claim to the funds in your Account to the extent of any right of setoff or security interest we have in the Account or funds.

We may hold and turn over funds or other property to a court, creditor, trustee, receiver, governmental authority, or other party as directed by the legal action, subject to our right of setoff and any security interest. We will not pay interest on any funds held pursuant to legal action. If the legal action applies to a time deposit or similar Account, we may assess any applicable early withdrawal penalty and deduct it from the Account as permitted by applicable law.

If the legal action requests information or documents relating to one or more of your Accounts, we may provide information about and records relating to any Accounts associated with you, including Accounts that appear on a combined or consolidated statement, even if the legal action does not specifically identify each such Account. If the legal action requests information about one or more Account Holders, we may provide information about all Account Holders on the Account. Unless required by law, we are not required to provide you with notice of the legal action.

We may produce documents, provide information, debit funds, or provide access to funds or other property in response to legal action even if the documents, information, funds, or property are located at another branch, office, data center, or other facility, or are held by a third party acting on our behalf, regardless of whether that location is specified in the legal action.

We will not be liable to you for dishonoring checks, drafts, or other items, or for any fees,

losses, or damages you may incur, if we take any action in accordance with this section or in response to legal action or applicable law and there are insufficient available funds in your Account as a result.

We may charge your Account for any fees or expenses we incur in responding to any legal action (including attorneys' fees, research costs, copying costs, and internal administrative expenses), unless prohibited by applicable law. The schedule of fees applicable to your account may specify additional fees that we may charge for responding to certain legal actions, and we may deduct such fees from any of your Accounts without prior notice to you to the extent permitted by law.

To the extent permitted by applicable law, you agree that any conditions or limitations imposed by law on our ability to take, freeze, set off, or turn over funds in your Account are waived.

Inactivity

We reserve the right to freeze or close your Account following 12 months of inactivity or if you carry a zero balance for 30 days. We may freeze or cancel your ATM and/or United Debit Card following 12 months of inactivity.

ERRORS AND DISPUTES

Claim of Loss

If you claim a credit, refund, or reimbursement because of a forgery, alteration, missing item, unauthorized withdrawal, encoding error, or any other irregularity, you agree to fully cooperate with us in investigating the claim.

Your cooperation includes, upon our request:

- providing a written statement or affidavit describing the facts and circumstances surrounding the claim;
- providing documentation, records, or other information we reasonably request;
- assisting in identifying the person(s) involved in the transaction;
- notifying appropriate law enforcement authorities and providing us with a copy of any police report if the claim involves suspected fraud, theft, or other criminal activity;
- executing any documents we reasonably request to assist in recovering funds.

We may delay or deny a claim if you fail to provide the requested cooperation or documentation. We will be allowed a reasonable period of time to investigate any claim of loss. During the investigation, we may place a hold on funds in your Account or otherwise restrict Account activity as permitted by these Terms. Unless we have acted in bad faith or engaged in willful misconduct, we will not be liable for special, incidental, indirect, or consequential damages, including loss of profits, loss of opportunity, or attorneys' fees.

You agree that you will not waive any rights you may have to recover the loss from any person or entity that is liable to you or that may reimburse you for the loss, including insurance carriers.

At our option, you will: (i) assign your rights against any such person or entity to us, or (ii) pursue recovery yourself and hold any recovered funds in trust for us to the extent of our reimbursement to you.

Our liability, if any, will be reduced by the amount you recover or are entitled to recover from any third party, insurer, or other source.

Administrative Holds During an Account Dispute

We may place an administrative hold on any funds in your Account and refuse withdrawals or payments from those funds if we believe the funds are subject to a dispute or competing claim, including claims by: (i) you or another person claiming an ownership interest in the Account; (ii) beneficiaries, survivors, or other persons claiming an interest in the Account; (iii) governmental authorities, court orders, garnishments, levies, or other legal process; or (iv) any other claim arising by operation of law.

We may maintain the hold for the period of time that we determine, in our reasonable discretion, is necessary to allow the dispute to be resolved, including through a court proceeding or by receipt of documentation satisfactory to us. We may require the parties involved in the dispute to provide indemnities, bonds, court orders, or other documentation before releasing the funds. We will not be liable for any damages or losses resulting from dishonoring items, refusing withdrawals, or delaying transactions as a result of placing such a hold.

Waiver of Notice Regarding Non-Payment

To the fullest extent permitted by law, you waive any notice of non-payment, dishonor, or protest regarding items credited to or charged against your Account. For example, if you deposit an item and the item is returned unpaid, or we receive notice that an item will not be paid, we are not required to notify you unless such notice is required by Regulation CC or other applicable law.

Positive Pay and Other Fraud Prevention Services

You agree that if we offer you services appropriate for your Account to help identify and limit fraud or other unauthorized transactions on your Account, and you reject or fail to properly use those services, we may accept any instructions provided to us even if the instruction was unauthorized by you, and you will be responsible for any fraudulent or unauthorized transactions unless applicable law provides otherwise, we acted in bad faith, or to the extent our negligence contributed to the loss. These fraud prevention services include positive pay and access protocols for our Digital Banking Service, and you agree that these fraud prevention services constitute commercially reasonable security procedures. If we offer you a fraud prevention service and you reject or fail to properly use those services, you agree that you are responsible for any payment order, whether authorized or not, that we accept. The positive pay service can help detect and prevent check fraud and is appropriate for Account Holders that issue a high volume of checks, checks to the general public, or checks for large dollar amounts.

MISCELLANEOUS ACCOUNT INFORMATION

Pledges

An Account Holder may pledge all or any part of the funds in an Account with our prior written consent. Any pledge of this Account must be satisfied before the rights of any surviving Account Holder or Account beneficiary becomes effective.

Correction of Clerical Errors

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

Notices

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

Reimbursement of Federal Benefit Payments

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

Our Setoff Rights and Security Interest

If you owe a debt to us or any of our affiliates, either now or in the future, that is due or overdue, you grant us a right of setoff to, and a security interest in, your Account(s) to secure the debt and, as a consequence, we may use funds in any of your accounts to pay all or part of that debt. We may exercise our setoff rights and security interest without prior notice, and when permitted by law, apply the funds in this Account against any due and payable debt you owe us now or in the future. 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 and security interest does not apply to the extent it is prohibited by law. We will not be liable for the dishonor of any check when the dishonor occurs because we setoff a debt against this Account. You agree to hold us harmless from any claim arising as a result of our exercise of this setoff right and security interest.

Escheatment

State abandoned property law establishes guidelines under which unclaimed property must be surrendered to the applicable state. Funds in your Account are considered unclaimed if you have not had any activity or communication with us regarding your account over a specific period of time defined by your state of residence. All products are subject to abandoned property laws, including IRAs and CDs. If your funds are surrendered to the state, you may be able to reclaim them, but your claim will need to be presented to the state and not us. You can avoid the transfer of your money to the state simply by signing into your Account using the Digital Banking Service, transacting periodically, contacting us, or replying to any abandoned property correspondence.

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. 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 in these Terms who may have a valid claim on any assets remaining in the account, subject to applicable laws which may vary by state.

Credit Verification and Obtaining Credit Bureau Reports

You agree that we may verify your credit and employment history by any necessary means. You authorize us to obtain one or more credit bureau reports and other information about you from credit bureaus and/or other third party sources. This information may be used for such purposes as: (1) evaluating your application; (2) administering and servicing your Account; (3) collecting any amounts owed on your Account; (4) offering you other products and services; (5) testing and monitoring purposes; and (6) other purposes not prohibited by law.

Account Security

You are responsible for protecting the security and confidentiality of your Account information and the methods used to access your Account.

We may require you to verify your identity before providing services or allowing access to your Account. We may determine what identification or authentication is reasonable under the circumstances, including when transactions occur in person, by telephone, through Digital Banking, or through other channels. Identification or authentication may include documentary identification, passwords, one-time passcodes, device authentication, security questions, or biometric verification such as fingerprint, voiceprint, or facial recognition.

You are responsible for safeguarding your Access Credentials. You must take reasonable steps to protect your Access Credentials. These steps include, but are not limited to:

- safeguarding your debit cards, checks, and other access devices;
- maintaining the security of your devices, including screen locks and current software updates;
- using strong and unique passwords;
- not sharing your Access Credentials with any other person; and
- promptly reviewing your Account activity and statements for unauthorized transactions.

You acknowledge that any person who obtains your Access Credentials or access to a device used to access your Account may be able to conduct transactions on your Account. We are entitled to rely on instructions and transactions authenticated using your Access Information or other agreed security procedures, and we may treat such transactions as authorized by you.

If you provide your Access Credentials to another person or authorize another person to access your Account (such as a family member, employee, agent, or third-party service provider), you are responsible for any transactions that person conducts, even if that person exceeds the authority you intended to grant, unless and until you notify us that such authority has been revoked and we have had a reasonable opportunity to act on that notice.

Your Account number and other Account Credentials may be used to initiate electronic debits or create counterfeit checks. You must safeguard this information and notify us immediately if you believe that your checks, debit card, or Access Credentials or any other access device has been lost, stolen, or compromised.

You must also safeguard your blank checks and check stock. If you fail to exercise reasonable care in protecting your checks or Account Credentials, you may bear the resulting loss or share the loss with us depending on whether we exercised ordinary care and whether your conduct contributed to the loss.

Compromised Accounts

To protect you and the Bank, we may delay, block, refuse, or reverse any transaction or restrict access to your Account if we reasonably believe that the transaction may be unauthorized, fraudulent, illegal, or otherwise presents a security risk. We may also require additional authentication, documentation, or verification before completing a transaction.

If we reasonably believe that your Account, Access Credentials, debit card, checks, or other identifying information have been compromised, or that your Account is at risk of unauthorized, fraudulent, or illegal activity, we may require that your Account be closed. In these circumstances, we may require you to open a new account, depending on the nature of the compromise, the associated risk, and whether we elect to maintain a banking relationship with you.

Once an Account is compromised, continuing to use the same Account number increases the risk of further unauthorized activity. For your protection and ours, we may refuse to allow a compromised Account to remain open, even if you object to its closure. We are not liable for any losses or delays resulting from our decision to close an Account due to security concerns or suspected compromise, to the extent permitted by applicable law.

You agree to cooperate with us in investigating suspected fraud or unauthorized activity, including providing information, documentation, affidavits, or other assistance reasonably requested by us.

For additional information regarding your responsibilities and liability for unauthorized electronic fund transfers or other unauthorized transactions, please refer to the Errors and Disputes section of these Terms.

NOW Accounts

We may organize your checking or NOW Account in a nontraditional way, to consist 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.

ADDITIONAL TERMS

Termination

We may suspend, modify, convert, or terminate a service, convert this Account to another Account type, or close this Account for any reason except as prohibited by law. If we close the Account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Account Closure

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

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

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

Agent Designations

If we allow you to designate an agent for your Account, we may require that you provide us with certain information, including written documentation evidencing the agency and information to identify the agent. Agents may take certain actions on your Account, including obtaining Account records, making deposits and withdrawals, and closing your Account, but have no ownership or rights at death unless named as a pay on death beneficiary. By appointing an agent, you do not give up any rights to act on the Account. You are responsible for all actions of your agent(s) on your Account. We undertake no obligation to monitor whether actions taken on your Account are initiated by you or an agent.

We may continue to honor transactions made by an agent until: (a) we have received notice of the termination of the agency, and such termination has been made in compliance with applicable law; (b) notice is provided in writing, to the extent permitted or required by applicable law; and (c) we have a reasonable opportunity to act on that notice. We may refuse to accept the designation of an agent.

If we allow an agent to be designated on an Account with multiple Authorized Signers (and without any multiple signatures requirement), then the following rules apply: (i) each Authorized Signer individually authorizes the agent to act on his/her behalf; (ii) any one Authorized Signer may revoke or terminate the agent's authority, and the agent's authority to access the Account will continue only as long as no Authorized Signer has revoked the agent's authorization; and (iii) if no other event terminates the agency, the agency is terminated upon the death of the last surviving Authorized Signer.

Account Transfers

Accounts may not be transferred or assigned without our prior written consent. You may be required to complete specific forms to request an Account transfer. In some cases, Account transfers will not be possible and will, instead, require the Account to be closed and for a new Account to be opened.

Reasonable Efforts, Ordinary Care, and Limitation of Liability

We will make reasonable efforts to provide you with access to your Accounts and Account information. However, access to your Account or related services may be interrupted, delayed, or unavailable from time to time due to maintenance, system upgrades, security measures, or circumstances beyond our control.

You agree that we are not responsible for any failure, delay, interruption, or limitation in providing access to your Account or processing transactions if the failure, delay, interruption, or limitation is caused by events beyond our reasonable control. Such events include, but are not limited to:

- natural disasters or acts of God;
- war, terrorism, civil unrest, or riots;
- labor disputes or strikes;
- power outages or failures of telecommunications networks;
- failures of computer systems, software, or internet service providers;
- failures or delays involving payment networks, clearing houses, or other financial institutions;
- cyber incidents, security threats, or actions taken to protect the security of our systems or your Account;
- failures of third-party service providers or vendors; and
- governmental actions, laws, or regulatory requirements.

We may suspend, restrict, or delay transactions or access to your Account when we reasonably believe doing so is necessary to maintain the security or integrity of our systems or to comply with applicable law.

Except to the extent required by applicable law, we will not be liable for any loss or damage arising from your use of your Account or from any delay or failure in providing services unless the loss is directly caused by our failure to act in good faith or to exercise ordinary care.

To the fullest extent permitted by law, we will not be liable for indirect, incidental, special, consequential, or punitive damages, including loss of profits, loss of business opportunity, or attorneys' fees, even if we were advised of the possibility of such damages.

Reporting Information About Your Account

We may report information about your Account to credit reporting agencies. Information concerning insufficient funds, overdrafts or other defaults on your Account may be reflected in your credit report.

Export Restrictions

Your Account and the Digital Banking Services may be subject to United States export control and economic sanctions laws and regulations. You agree that you will not access, use, export, re-export, transfer, or make available your Account, the Digital Banking Services, or any related technology in violation of applicable export control or sanctions laws, including those administered by the U.S. Department of Commerce, the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or other applicable authorities.

You represent that you are not located in, under the control of, or a resident of any country or territory subject to comprehensive U.S. sanctions, and that you are not identified on any U.S. government restricted or prohibited party list. You also agree that you will not use your Account for any purposes prohibited by United States law.

U.S. Government Restricted Rights

Your Account, the Digital Banking Services, and any related software or documentation constitute "commercial computer software" and "commercial computer software documentation" as those terms are used in applicable United States government regulations. If your Account or the Digital Banking Services are acquired by or on behalf of the United States government, its agencies, or instrumentalities, any related materials are provided with restricted rights and are subject to these Terms and the applicable provisions of 48 C.F.R. § 12.212 and DFARS 227.7202, as applicable. Any use, duplication, or disclosure of your Account or the Digital Banking Services by the United States government is subject to the restrictions set forth in these Terms.

Assignment and Transfer of Rights

We may assign, transfer, or delegate these Terms or any of our rights or obligations

under these Terms, in whole or in part, at any time without prior notice to you, to the extent permitted by applicable law. This may include transfers to our affiliates, service providers, successors, or in connection with a merger, acquisition, sale of assets, or other business transaction.

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. Any attempted assignment by you without our consent will be void.

These Terms will be binding upon and will benefit our respective successors and permitted assigns.

Governing Law

These Terms and your use of the Account are governed by applicable federal law and, to the extent not preempted by federal law, the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. Your Account may be subject to additional agreements with terms regarding dispute resolution, venue, or applicable law, which will continue to apply as described in those agreements.

Severability and No Waiver

If any provision of these Terms is determined to be invalid, illegal, or unenforceable by a court or regulatory authority of competent jurisdiction, that provision will be enforced to the maximum extent permitted by applicable law, and the remaining provisions of these Terms will remain in full force and effect. Any invalid or unenforceable provision will be interpreted in a manner that most closely reflects the original intent of the parties while complying with applicable law.

Our failure or delay in exercising any right, remedy, or provision under these Terms does not constitute a waiver of that right or provision. Any waiver must be in writing and will apply only to the specific instance identified. A single or partial exercise of any right does not prevent us from exercising that or any other right in the future.

Accessibility and Accommodations

We are committed to providing accessible banking services and strive to make Accounts usable by individuals with disabilities. The design and functionality of Accounts may evolve over time as technology and accessibility standards develop.

If you experience difficulty accessing or using your Accounts, or if you require accommodations or alternative formats for communications, please contact us using the methods described in these Terms. We will work with you to provide reasonable accommodations to the extent required by applicable law.

You acknowledge that accessibility features may depend in part on your device settings, operating system, assistive technologies, and third-party software. We are not responsible for limitations caused by third-party technology that is outside our reasonable control; however, we maintain commercially reasonable efforts to support your access to the Digital Banking Service.

Service Providers

We may also use service providers in connection with providing your Account or services related to the Account. In doing so, we may permit one or more of our service providers to exercise any of our rights, rely on any consents or permissions that you have granted to us, and enforce any of your obligations on our behalf.

Headings and Interpretation

Headings, formatting, or examples used in these Terms are intended to improve readability and do not limit the scope of any provision.

Unless the context requires otherwise:

- references to "including" or similar terms mean "including but not limited to"; and
- references to the singular include the plural, and references to the plural include the singular.

These Terms will be interpreted in a fair and reasonable manner and not strictly for or against either party based on who drafted the language.

Ownership, License, and Intellectual Property

Certain components of the Account and Digital Banking Services may be owned or licensed by third parties, including software providers, technology vendors, payment networks, or other licensors ("Licensors"). These components, including all software, technology, content, functionality, design, and materials made available through the Account and Digital Banking Services, are owned by us or Licensors and are protected by applicable intellectual property and proprietary rights laws. Except for the limited rights expressly granted to you under these Terms, no ownership interest or other rights are transferred to you.

Subject to your compliance with these Terms, we grant you a limited, personal, non-exclusive, non-transferable, and revocable license to access and use these components solely for your own lawful personal banking purposes.

You agree not to:

- copy, reproduce, modify, distribute, sell, lease, or create derivative works from any part of the Account or Digital Banking Services;
- reverse engineer, decompile, or attempt to extract source code from the Account or Digital Banking Services or any related software;
- interfere with, disrupt, or attempt to gain unauthorized access to any systems, networks, or data associated with the Account or Digital Banking Services; or
- use the Account or Digital Banking Services in any manner that violates these Terms, applicable law, or the rights of us or any third party.

To the extent applicable, Licensors are intended third-party beneficiaries of these Terms with respect to the provisions relating to ownership, intellectual property, acceptable use, export restrictions, and limitations on liability.

You agree that Licensors may enforce the applicable provisions of these Terms directly against you to protect their proprietary rights and the integrity of Accounts and Digital Banking Services. Nothing in these Terms grants you any rights in the intellectual property of Licensors except for the limited license expressly provided for use of the Accounts and Digital Banking Services.

We may modify, replace, or discontinue Licensors or technology providers at any time without notice to you. We and our licensors reserve all rights not expressly granted in these Terms. Any unauthorized use of the Account or Digital Banking Services may result in suspension or termination of your access to the Account or Digital Banking Services and may be subject to additional legal remedies.

DIGITAL BANKING

You may elect to enroll in our Digital Banking Services to access a variety of digital services and features for your Account. To enroll in Digital Banking, you must agree to additional terms and conditions.

DISPUTE RESOLUTION, AGREEMENT TO ARBITRATE, AND CLASS ACTION WAIVER

Dispute Resolution—Notice and Cure

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

Any Dispute Notice we provide to you will be sent in writing to the current address we have for you in our records. Any Dispute Notice you send to us must be sent in writing to: United Bankshares, Attention: Legal Processing Team - Arbitration Dispute Notice, 514 Market Street, Parkersburg, West Virginia 26101. Any Dispute Notice you send must provide your name and Account number, as well as your address and a phone number where you can be reached during normal business hours. A Dispute Notice from us may be in the form of a collection letter or a notice demanding payment of a negative balance. You may only submit a Dispute Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Dispute Notice on your behalf.

Any statute of limitations applicable to the Dispute described in the Dispute Notice shall be tolled during the period between the date that the Dispute Notice is mailed and the later of: (1) 60 days after the Dispute Notice is received, or (2) 30 days after either Claimant or Potential Defendant informs the other that good faith efforts to resolve the Dispute informally have ceased without resolution (the "Tolling Period"). Unless prohibited by applicable law: (1) the Claimant's compliance with this "Dispute

Notice" section shall be a condition precedent and requirement that must be fulfilled before commencing a lawsuit or arbitration proceeding; (2) the court will have authority to enforce this "Dispute Notice" section, including the power to dismiss or stay the filing or prosecution of a lawsuit or arbitration unless the Claimant has complied with this "Dispute Notice" section; and (3) the arbitration administrator is without authority to accept or administer any arbitration proceeding unless the Claimant has complied with this "Dispute Notice" section. Any subsequent arbitration shall be governed by the terms of the Arbitration Agreement below.

Resolution of Disputes Through Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

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

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

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

YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT. OPTING OUT WILL NOT AFFECT ANY OTHER PROVISION OF THESE TERMS OR YOUR RELATIONSHIP WITH US. TO OPT OUT, YOU MUST PROVIDE WRITTEN NOTICE TO US WITHIN THE TIME DEADLINES DESCRIBED BELOW IN THE RIGHT TO OPT OUT OF ARBITRATION AGREEMENT SECTION.

Arbitration Agreement

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

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

Notwithstanding the foregoing, disputes concerning the validity, enforceability or scope of this Arbitration Agreement or the arbitrability of a claim shall be decided by a court rather than an arbitrator. For the avoidance of doubt, disputes concerning these Terms, other than the validity, enforceability or scope of this Arbitration Agreement or the arbitrability of a claim, shall be decided by an arbitrator rather than a court. Moreover, this Arbitration Agreement shall not limit the right of either you or us to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during or after the pendency of any arbitration; (2) exercise permissible self-help remedies, such as setoff; (3) evict and/or foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law;

(4) bring an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind and, (5) seek relief in small claims court (or an equivalent court), for any Dispute within the scope of the small claims court's jurisdiction, however, if a Dispute is brought, transferred, removed or appealed to a different court, such Dispute shall be subject to arbitration pursuant to this Arbitration Agreement. In addition, this Arbitration Agreement does not prevent you from submitting any issue relating to your Account for review or consideration by a federal, state or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. Furthermore, this Arbitration Agreement does not apply to litigation filed in state or federal court that is pending as of the date this Arbitration Agreement took effect as long as such litigation is pending, except that parties or claims added to such litigation after said date shall be subject to this Arbitration Agreement.

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

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

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

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

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

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

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

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

the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

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

Class Action Waiver

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

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

Right to Opt Out of Arbitration Agreement

If you do not want this Arbitration Agreement to apply, you may reject it by sending us a written rejection notice including your full name, address and Account number, and a statement that you reject this Arbitration Agreement (each an "Arbitration Opt-Out Request"). The Arbitration Opt-Out Request notice must be signed by you and sent by U.S. Mail to: United Bankshares, Attention: Legal Processing Team - Arbitration Opt Out, 514 Market Street, Parkersburg, West Virginia 26101, within 45 days of the later of: (a) the date you opened your Account; or (b) the date we sent you notice of this Arbitration Agreement. If there is more than one Account Holder, each of you must individually submit an Arbitration Opt-Out Request. Rejection of this Arbitration Agreement will not affect your other rights or responsibilities under these Terms and will not adversely affect your Account. Rejecting this version of the Arbitration Agreement will not reject any other arbitration agreements you may have with us, which will remain in full force and effect according to their terms. Rejection of this Arbitration Agreement shall not be imputed to any other person or entity, or be deemed to be a rejection of this Arbitration Agreement by any other person or entity, other than the individual identified in the Arbitration Opt-Out Request. Nor shall rejection of this Arbitration Agreement eliminate the obligation of other persons or entities who wish to reject this Arbitration Agreement to personally comply with the notice and time requirements of this opt out provision.

FUNDS AVAILABILITY DISCLOSURE FOR CHECKING ACCOUNTS

This disclosure applies to checking Accounts and any other transaction Accounts. It does not apply to savings Accounts, money market Accounts, certificates of deposits, and any other Accounts that are not primarily used for transactions.

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

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take 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.

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 \$6,725 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 \$6,725 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 \$6,725 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

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

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

Deposits at Automated Teller Machines

All ATMs that we own or operate are identified as our machines. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a Substitute Check?

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

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.

What Are My Rights Regarding Substitute Checks?

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 other 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 Do I 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

Contact us electronically: Log on to 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 or the following information to help us identify the substitute check: identifying information, for example the check number, the name of the person to whom you wrote the check, and the amount of the check.