

# United Bank

## Digital (eBanking) Disclosure Statement and Agreement

### PART A – General Agreement

This eBanking Disclosure Statement and Agreement (the “Agreement”) identifies the terms and conditions that govern the use of United Bank’s eBanking, Mobile Banking, Bill Payment, Mobile Deposit Service and Zelle Transfer Service (the “Service”). You agree that the use of the Service is subject to the Terms and Conditions of Your Account and any other applicable agreements you have with us. In the event of a conflict between agreements, this Agreement will control the use of the Service. Any disputes arising from the use of this Service or this Agreement will be handled in accordance with the Terms and Conditions of Your Account. We reserve the right to modify, add, or remove portions of the Service at any time. This Agreement is subject to change at any time. We will notify you of any material change in these terms via email, our bank website ([www.bankwithunited.com](http://www.bankwithunited.com)) and/or our secure bank mail within our online banking. Your continued use of the Service will be deemed to be and constitute your acceptance of any such changes to the Service and this Agreement.

#### 1. DEFINITIONS OF TERMS

- a. The terms “**you**” and “**your**” refer to users of the Service.
- b. The terms “**we**”, “**us**” and “**our**” refer to United Bank, a financial institution chartered in the Commonwealth of Virginia.
- c. The term “**Account(s)**” refers to any demand deposit or savings account(s), including a money market account, which you maintain with us and which can be accessed through the Service.
- d. The term “**Agreement**” refers to this eBanking Disclosure Statement and Agreement, and all amendments and modifications hereto.
- e. The term “**Alert**” refers to an electronic message we send to you that is triggered by a predetermined event like an electronic statement being made available or a Payment being made through the Service.
- f. The term “**Available Account Balance**” is defined in the Terms and Conditions of Your Account.
- g. The term “**Bill Payment Service**” refers to the Service more particularly described in section 9 of this Agreement.
- h. The term “**Business Day**” refers to Monday through Friday, excluding observed federal holidays, on which we are open and providing substantially all of our services.
- i. The term “**Cardless Cash Service**” refers to the Service more particularly described in section 11 of this Agreement.
- j. The term “**Due Date**” refers to the date the Merchant has designated for payment and should not be adjusted for any grace period or late date accommodations the Merchant may provide. The term “**email**” refers to a system or means to deliver messages to an electronic mail address. For the purposes of this Agreement, email does not include messages sent or received entirely through the Service.
- k. The term “**Eligible Item**” refers to a paper “**check**” as that term is defined in Federal Reserve Regulation CC (“**Reg. CC**”) and that otherwise fulfills the requirements of this Agreement. When the image of the check is transmitted to us for subsequent presentment and collection, it shall thereafter be an “**item**” within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted by the state where the branch at which you opened your Account is located. Note that any check you attempt to deposit using the Service is subject to verification by us.
- l. The term “**Exception Item**” is defined in paragraph 11(d) of this Agreement.
- m. The term “**Expedited Payment Service**” refers to an optional feature of the Service for the same day delivery of a Payment to participating Merchants for a convenience fee. Expedited Payment Service has its own service agreement, the terms of which are disclosed should you choose to activate that feature.
- n. The term “**External Transfer**” refers to the movement of money between your Account(s) with us and your account(s) at another financial institution, provided you have successfully completed the enrollment process for those accounts held at other financial institutions prior to initiating an External Transfer request.
- o. The term “**Good Standing**”, when used in conjunction with the Service, refers to an Account with three (3) or fewer overdrafts in the prior twelve (12) month period, with those overdrafts having been promptly resolved and no past due fees or charges outstanding. We may, at our discretion, waive one or more of these requirements to address customer-specific situations.
- p. The term “**Ineligible Item**” refers to the following types of checks or items which shall be considered ineligible for the Mobile Deposit Service:
  - i. Checks or items payable, in whole or in part, to any person or entity other than the person or entity that owns the Account that the check is being deposited into;

- ii. Checks or items containing an obvious alteration, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
  - iii. Checks or items previously presented for payment electronically or converted to a substitute check, as defined in Reg. CC;
  - iv. Checks or items drawn on a financial institution located outside the United States;
  - v. Checks or items that are remotely created checks, as defined in Reg. CC;
  - vi. Checks or items not payable in United States currency;
  - vii. Checks or items dated more than 6 months prior to the date of deposit;
  - viii. Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the Terms and Conditions of Your Account;
  - ix. Checks or items payable on sight or payable through drafts, as defined in Reg. CC;
  - x. Checks or items with any endorsement on the back other than that specified in this Agreement;
  - xi. Checks or items that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution;
  - xii. Checks or items that are drawn or otherwise issued by the United States Treasury Department; and
  - xiii. Checks or items that are written with a future date from the date of deposit.
- q. The term **"Merchant"** refers to any individual, business, or not-for-profit entity that you choose to pay through the Bill Payment Service, subject to the restrictions described in paragraph 9(b) of this Agreement.
- r. The term **"MICR"** refers to Magnetic Ink Character Recognition and describes the special numbers and symbols on the bottom of a check used to expedite its delivery and posting.
- s. The term **"Mobile Banking Service"** refers to the portion of the Service that allows you to view balances and conduct transactions on your mobile device.
- t. The term **"Mobile Deposit"** refers to a method for capturing the image of a check or other eligible item and depositing it to your enrolled Account via an approved access device, such as a smart phone, using software provided by us or by an authorized agent of ours, subject to certain requirements which may be imposed by us from time to time. Mobile Deposit is an optional feature, but, if implemented by you, it is considered part of the Service.
- u. The term **"Mobile Deposit Service"** refers to that portion of the Service for making a Mobile Deposit, as described in paragraph 11 of this Agreement. The terms and conditions for use of the software that enables us to offer Mobile Banking Services, including the Mobile Deposit Service, are set forth in Part B of this Agreement entitled
- v. The term **"Password"** refers to the code or other security technique that you use to access the Service.
- w. The term **"Paying Bank"** refers to the financial institution on which a check is drawn and through which it is payable.
- x. The term **"Payment"** refers to the transfer of funds from one of your Accounts to a Merchant through the Service.
- y. The term **"Service Hours"** refers to the times during which we or our representatives are available for customer assistance. Our Customer Service Center is staffed Monday through Friday from 8:30 a.m. – 5:00 p.m., prevailing Eastern Time, and Saturday from 9:00 a.m. – 1:00 p.m., prevailing Eastern Time, excluding federal holidays. Our eBanking Support Line (877-258-5270) is available 24/7 for technical support or to report a lost/stolen Password or unauthorized account access or use.
- z. The term **"Software"** refers to the computer programs you and we employ to access and use the Service.
- aa. The term **"Terms and Conditions of Your Account"** refers to the agreement that governs your Account opened with us.
- bb. The term **"Zelle Transfer Service"** refers to the portion of the Service for making a person-to-person transfer using the Zelle Network, as described in Part C of this Agreement titled Zelle Terms and Conditions.
- cc. The term **"Zelle Network"** refers to a shared network between outside financial institutions and United Bank, that allows for transfers of funds between you and other individuals using that network.
3. **PURPOSE.** The primary purpose of this Agreement is to authorize and govern banking transactions created through the use of the Service. When you use, or you permit any other person to use, the Service, you agree to the terms and conditions of this Agreement.
3. **AVAILABLE TRANSACTIONS.** You may use the Service to request the following transactions for Accounts that may be accessed through the Service. All transaction requests are subject to funds availability, dollar amount limits, withdrawal frequency limits, and daily cut-off times as described later in this Agreement. Scheduled and recurring transactions are subject to calendaring rules which may change from time to time.
- a. Transfer funds on a same day basis between your Accounts with us;

- b. Transfer funds between your Accounts with us on a specified date in the future or on a recurring basis (e.g., weekly, bi-weekly, monthly, etc.);
  - c. Transfer funds on a same day basis from your Account(s) with us to make a payment on a loan or line of credit you have with us;
  - d. Initiate an External Transfer to be completed on a specified date in the future or on a recurring basis (e.g., weekly, bi-weekly, monthly, etc.);
  - e. Obtain certain Account balance and transaction information;
  - f. Schedule a Payment from your Account to a Merchant;
  - g. Order us to stop payment on checks drawn by you on your Account(s) and view stop payments that are currently in place;
  - h. View, add, or delete Alerts from a list of available options;
  - i. Perform self-service account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly Account statements, changing statement options, changing your user ID and/or Password, managing your contact information, and managing mobile banking settings;
  - j. Send us secure online messages regarding the Service and receive electronic messages from us;
  - k. Make a deposit of Eligible Items by means of an approved access device with approved software;
  - l. Use the Mobile Deposit Service and other Mobile Banking services;
  - m. Transfer funds person to person using the Zelle Transfer Service; and
  - n. Cash withdrawal through the Cardless Cash Service.
4. **USE OF PASSWORD; AUTHORIZATION.** The Password used with the Service acts as the signature of the owner of the Account. The Password identifies the user of the Service as an individual who is authorized to conduct transactions from the Account and validates the directions given. By using your Password to gain access to the Service and directing us in your use of the Service, you authorize us to follow those directions. All electronic communications that are authenticated by us will be deemed to be valid and given the same effect as written and signed paper communications. Your Password for the Service is a method for maintaining the security of your Account. Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO MAKE SURE THAT NO ONE ELSE LEARNS YOUR PASSWORD. You will be denied access to the Service if you do not enter the correct Password or other requested information. We may require you to change your Password from time to time for security reasons. We may also employ other security techniques to help us authenticate certain transactions and may elect to delay or cancel transactions that fail those security requirements. We will not be liable for any damages associated with delayed or cancelled transactions due to security concerns.
5. **ACCOUNT REQUIREMENTS.** To enroll in the eBanking and Bill Payment Service, you must maintain at least one checking, savings, or money market Account in Good Standing with us. Should you choose to use a savings or money market account as part of the Service, those Accounts are subject to withdrawal limitations as described in paragraph 12 of this Agreement. To enroll in the Mobile Deposit Service, in addition to maintaining an Account in Good Standing, you must also use an approved access device and approved software.
6. **ALERTS.** Alerts allow you to create a variety of automated messages for your Accounts. Each Alert has different options available, and you will be asked to select from these options upon activation of the Alerts service. When you activate an Alert, you agree to the following:
- a. Alerts will be sent to the email address or message-enabled phone number you have provided to us for such Alerts. If you change your email address or message-enabled phone number, you are responsible for updating this information through the Service.
  - b. You understand and agree that your Alerts may be delayed or prevented by a variety of factors and that we do not guarantee the delivery or the accuracy of the contents of any Alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or any third party in reliance on an Alert.
  - c. Message charges and other fees may be assessed by your phone carrier or service provider for the delivery of Alerts. These costs, if any, are your responsibility.
  - d. Additional information about text messages (also known as SMS or Short Message Service) is contained in our "Text Message (SMS) Terms of Use" which is available from our website.
7. **ELECTRONIC MAIL.** Email and other forms of electronic messages you send to us may be delayed; therefore, if you need us to receive information concerning your Account immediately (e.g., requesting a stop payment or reporting unauthorized use of your Account), you must contact us in person at a branch or by telephone at 800-327-9862.

When using email, we shall have a reasonable period of time after receipt to act on your requests. We may also require authentication of messages received via email before acting on them, in which case we will contact you for additional information before proceeding.

8. **AVAILABILITY.** Transactions other than Bill Payments, External Transfers and Mobile Deposits conducted through the Service are available on the Business Day received. If your periodic statement date coincides with a transaction date, transactions conducted at or after 8:00 p.m. (prevailing Eastern Time), may not be reflected until your next periodic statement.

Preauthorized transactions scheduled to be completed on a Business Day will be posted to your account as of that Business Day. Preauthorized transactions scheduled to be completed on a day other than a Business Day will be completed and posted to your account as of the next Business Day. Preauthorized transactions scheduled to be completed on a day which does not exist in a certain month (e.g., February 30th) will be completed and posted to your Account as of the last Business Day of that month.

Transactions posted to your Account as of a certain Business Day may not be reflected in Account balances displayed through the Service until the next Business Day.

9. **BILL PAYMENT SERVICE.** By furnishing us with the names of your Merchants and their addresses, you give us authorization to follow the Payment instructions that you provide to us. When we receive a Payment instruction for the current date or a future date, we will remit the funds to the Merchant on your behalf from the funds in your designated Account. Funds for a Payment will be withdrawn from your Account the Business Day it is scheduled by you to be sent to the merchant.

**a. Requirements & Restrictions.**

- i. We are not obligated to initiate a requested Payment if the Available Account Balance in your designated Account is insufficient to cover that Payment.
  - ii. We are not responsible if a Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant.
  - iii. Bill Payment may only be used by individuals (i.e., natural persons) and sole proprietors. Other types of legal entities (partnerships, LLCs, corporations) are not permitted to use the Bill Payment Service.
  - iv. Requirements for dual signatures on checks do not apply to the Bill Payment Service.
  - v. We reserve the right to refuse to pay any Merchant to whom you may direct a Payment for any reason and without notice.
  - vi. Unless we otherwise agree, Payments are limited to maximum of \$9,999 initiated to a single Merchant on a Business Day and a maximum of \$20,000 for all Merchant Payments initiated on a Business Day.

**b. Merchant Limitations.** Bill Payment cannot be used for any of the following types of transactions:

- i. Tax payments to the Internal Revenue Service or any state, local, or other government agency;
- ii. Court-ordered payments such as child support or alimony;
- iii. Payments to Merchants located outside of the United States; and
- iv. Payments for illegal goods and services or that would otherwise be unlawful under United States law.

- c. **Making/Scheduling Payments.** You may use the Bill Payment Service to authorize recurring Payments and non-recurring Payments. Recurring Payments are Payments that you schedule in advance to take place at substantially regular intervals in the same amount to the same Merchant. Recurring Payments will continue until you cancel them or until a termination date you have specified is reached. Non-recurring Payments are a single, one-time Payment to a specified Merchant. Non-recurring Payments may be scheduled for initiation up to three hundred and sixty-four (364) days in advance.

Bill Payments are processed Monday through Friday at 9:00 p.m. (prevailing Eastern Time) except on observed federal holidays. If you attempt to schedule a Payment to occur on a weekend or federal holiday, you will be prompted to select a different date, or the Payment will be processed on the following Business Day if it is a recurring Payment. The first Payment to a Merchant must be scheduled at least five (5) Business Days prior to the Due Date for that Payment (recurring or non-recurring) to allow adequate time for the Payment to reach the Merchant. After the first Payment is processed and we have determined whether a Merchant accepts electronic payments or requires a paper check, the Service will display a message indicating that the Merchant requires either a two (2) day lead time for an electronic payment, or a five (5) day lead time if a paper check sent by regular mail is required.

- d. **Changing or Deleting Payments.** Any Payment, recurring or nonrecurring, can be changed or cancelled if you access the Service prior to 9:00 p.m. (prevailing Eastern Time) on the Business Day the Payment is scheduled to be initiated. For any assistance with cancelling a Payment please contact us at 800-327-9862 during our normal Service Hours at least one (1) Business Day prior to the date on which the payment is scheduled to be initiated.
  - e. **Expedited Payments Service.** You may use the Bill Payment Service to access our Expedited Payments Service, subject to specific terms and conditions that are disclosed when you use the service, including the imposition of a convenience fee.
  - f. **Termination.** We reserve the right to terminate your use of Bill Payment at any time without prior notice to you. If, for any reason, you should want to terminate your use of our Bill Payment Service, we recommend that you cancel all future Payments and transfers at the same time you terminate the Service, either by deleting the Payments yourself or by contacting us as described below. We will delete all outstanding Payments, both non-recurring and recurring, as part of your Service termination upon receipt of proper notification. We are not responsible for any Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all Payments made by us on your behalf through the Bill Payment Service.  
Should you desire our assistance in disabling or deleting any aspect of the Bill Payment Service, your request should be directed to United Bank Customer Service Center, P. O. Box 393, Charleston, WV 25322- 9985.
10. **EXTERNAL TRANSFER SERVICE.** Our External Transfer Service allows you to transfer funds between your Account(s) and designated account(s) you own at another financial institution (External Account). By using our External Transfer Service, you agree to comply with the following requirements:
- a. **Ownership.** You agree that any External Account you establish is an account over which you have legal ownership at the financial institution where the account is located. You may have no more than ten (10) External Accounts at one time. To establish an External Account, you will be asked to provide the routing number and account number at the external financial institution. To establish ownership of an External Account, two (2) small dollar deposits will post to each account at the external financial institution. You will need to verify the exact dollar amount of those deposits through the Service during setup. Please note that these micro-deposits will then be withdrawn from your External Account after confirmation.
  - i. **Processing of Transfers.** We reserve the right to reject or reverse any payment instruction transmitted through the External Transfer Service, at our discretion, without liability to you, including, but not limited to:
    - a) transfers sent to or received from third-party accounts,
    - b) transfers not consistent with United States law,
    - c) transfers that are returned, reversed, or rejected by the financial institution holding your External Account.
  - ii. **Availability of Funds.** If a transfer is transmitted through the Service before 7:00 PM (prevailing Eastern Time) on a Business Day, the transaction will be processed on that day. Otherwise, we will consider that the transfer was made on the following Business Day. Funds coming to or from your External Account are generally available by the Business Day following the day on which the transfer was processed. Availability of funds may be delayed for new accounts.
  - iii. **Transfer Limits.** We reserve the right to impose limits on the dollar amount(s) and/or number of items that you transmit using the External Transfer Service and to modify such limits in our sole discretion. If you attempt to initiate a transfer in excess of these limits, we may reject your transfer. If we permit you to make a transfer in excess of these limits, such transfer will still be subject to the terms of this Agreement, and we will not be obligated to allow such a transfer at other times. The current daily dollar limit is \$2,000.00 on each Business Day with an aggregate dollar limit of \$5,000.00 per calendar month. The current daily item limit is three (3) transfers and the aggregate items per month limit is twelve (12).
  - iv. **Termination.** We reserve the right to terminate your use of External Transfers at any time without prior notice to you. If, for any reason, you should want to terminate your use of our External Transfer Service, we recommend that you cancel all future transfers and then contact us in writing at United Bank Customer Service Center, P. O. Box 393, Charleston, WV 25322-9985, indicating which External Account numbers at which financial institutions you would like removed. We are not responsible for any transfer made before we have a reasonable opportunity to act on your termination notice.

**11. MOBILE BANKING SERVICES.**

- a. **MOBILE DEPOSIT SERVICE.** Our mobile remote deposit capture service allows you to make a Mobile Deposit to your enrolled Account. By using our Mobile Deposit Service, you agree to comply with the following requirements:
- i. **Endorsements.** You agree to restrictively endorse any check transmitted through Mobile Deposit with your signature and “For Mobile Deposit Only at United Bank” or as otherwise instructed by us. We reserve the right to reject any item without proper endorsement.
  - ii. **Image Quality.** The image of a check transmitted to us through Mobile Deposit must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the check or item must comply with the requirements established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house, or association with which we interact.
  - iii. **Processing of Items.** We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to you. In such a case, you will need to deposit the check by using other means, such as visiting one of our branches. We are not responsible for items we do not receive or that otherwise fail to meet our requirements for processing. We will send to you a confirmation when we have received an item for deposit; however, receipt of such a confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your Account. We reserve the right to charge back to your Account, at any time, any item that we subsequently determine was not an Eligible Item or any item that is returned by the Paying Bank.
  - iv. **Exception Items.** On each Business Day on which we review and process your item(s), we will use commercially reasonable efforts to identify items which, in our sole discretion, are ineligible for Mobile Deposit (each, an “Exception Item”). “Exception Item” includes, without limitation, an item that: (i) is illegible or contains MICR data that is not machine-readable, (ii) was previously processed for deposit, or (iii) is drawn on a financial institution located outside the United States. We will notify you of each Exception Item through a communication channel of our choosing. If you want to attempt to deposit any Exception Item to your Account after it has been determined ineligible for this Service, you may do so only by depositing the original check on which the Exception Item is based or as otherwise agreed between us.
  - v. **Availability of Funds.** If an image of an item you transmit through the Service is received and accepted before 6:00 PM (prevailing Eastern Time) on a Business Day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the following Business Day. Funds from items deposited through Mobile Deposit will generally be made available in accordance with our published availability schedule; however, we may adjust when funds are made available based on credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors that we, in our sole discretion, deem relevant.
  - vi. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from us that we have received an item you have transmitted; you agree to retain the check for at least thirty (30) calendar days from the date of the image transmission. You must store the check securely, using precautions at least as secure as you would use to protect your own checks. After that time, you agree to prominently mark the item as “VOID” and to properly dispose of the item or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it, or a sufficient copy of the front and the back of the check, to us as and when requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes. Failure to provide an original check or a sufficient copy thereof upon request may result in the reversal of any funds previously made available based on the deposit of that item.
  - vii. **Deposit Limits.** All Mobile Deposits are subject to our review and/or approval. We reserve the right to impose limits on the dollar amount(s) and/or number of items that you transmit using Mobile Deposit and to modify such limits in our sole discretion. Limits will be determined by your banking relationship and your daily limit will display within the Mobile App. If you attempt to initiate a deposit more than these limits, we may reject your deposit. If we permit you to make a deposit more than these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.
  - viii. **Warranties and Indemnifications.** You represent, warrant, and covenant to us that:
    - a) You will transmit only Eligible Items and will not transmit any Ineligible Items.
    - b) You will not transmit items that have been previously deposited through this Service or elsewhere.
    - c) You will not deposit or re-present the original check submitted for deposit through this Mobile Deposit Service unless that item has been determined to be an Exception Item.

- d) All information you provide to us is accurate and true, and all images transmitted us accurately reflect the front and the back of the check at the time it was scanned.
  - e) You are not aware of any factor that may impact the collectability of an item deposited through the Service.
  - f) You will use the Service only for your own deposits.
  - g) You will comply with the terms of this Agreement.
- ix. **Hardware and Software.** To use the Mobile Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. We are not responsible for any third-party software you may need to use the Mobile Deposit Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.
- b. **Zelle TRANSFER SERVICE(s).** The Zelle Network permits you to transfer money directly to other United Bank customers, such as friends and family, or to individuals at other U.S. financial institutions that participate in the Zelle Network. By enrolling in and using the Zelle Network for the Zelle Transfer Service, you agree to the Zelle Terms and Conditions found in Part C of this Agreement.
- c. **Cardless Cash Service.** The Cardless Cash Service permits active debit or ATM card holders to withdraw cash at ATMs that accept cardless transactions. By using the Cardless Cash Service, you agree to the terms provided in the Electronic Funds Transfer Disclosure provided with your debit or ATM card.
12. **ACCOUNT TRANSFER LIMITS.** Transfers out of your savings Account, including a money market deposit account (“MMDA”), to another account or to a third party by preauthorized, automatic, computer, or telephone transfer or by check, draft, debit card, or similar order are limited to six (6) per month in accordance with the agreement that governs the Account. These limits are imposed by federal law. If the limits are exceeded, we reserve the right to charge a fee, close the Account or reclassify the Account as a transaction account.
13. **STOP PAYMENTS.** You may request a stop payment on any check you have written, including checks issued to Merchants through the Bill Payment Service, by providing the information required under the Customer Service tab of the Service or by calling us at 800-327-9862 during our normal Service Hours. Our policy governing stop payments is defined in the Terms and Conditions of Your Account.
14. **FEES.** We may charge a fee for an order to stop payment of a check drawn by you and for transfers more than the withdrawal limits described in paragraph 10 above, as provided in our fee schedule. For additional information, please refer to the Terms and Conditions of Your Account.
15. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** Please refer to the Error Resolution Notice provisions of the Terms and Conditions of Your Account for information about the handling of errors and questions involving this Service.
16. **CONSUMER LIABILITY.** It is your responsibility to notify us immediately at 800-327-9862 if you believe your Password has been lost or stolen, your Account has been accessed or used without your authorization, or someone has used your Password to access to the Service without authorization. You can call this number at any time, day or night. The limits of your liability are defined in the Consumer Liability section of the Terms and Conditions of Your Account. If you disclose your Password to anyone, you assume all risks and losses associated with such disclosure. You are responsible for all transactions you authorize using the Service, as well as transactions authorized by any party to whom you have disclosed your password.
17. **DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about your Accounts or the transactions you make:
- a. Where it is necessary to complete transactions or investigate transaction errors and verify transactions;
  - b. In order to verify the existence and standing of your Accounts with us upon the request of a third party, such as a credit bureau or Merchant;
  - c. In accordance with your written permission; or
  - d. In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations, and escheat reports.
18. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT: (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) WILL BE

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

- 19. OUR LIABILITY.** If we fail to complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, our liability will be limited to the lesser of your actual loss or the amount of the transfer in question; however, we will not be liable if:
- a. There are insufficient funds in your Account to make the transfer through no fault of ours;
  - b. The funds in your Account are unavailable;
  - c. The funds in your Account are subject to legal process;
  - d. The transaction you requested would exceed the funds in your Account plus any available overdraft credit;
  - e. Your Password has been reported lost or stolen or your Service privileges have been suspended;
  - f. We have a reason to believe that the transaction requested is unauthorized;
  - g. The failure is due to an equipment breakdown which you knew about when you started the transaction;
  - h. The failure was caused by an event not reasonably foreseeable and/or under our control, including but not limited to, acts of God, fire, floods, explosions, riots, wars, hurricanes, sabotage, terrorism, vandalism, governmental acts, injunctions, labor strikes, and electrical or computer outages, experienced by us or by our agents, despite reasonable precautions we have taken;
  - i. You attempt to complete a transaction using the Service which is not a permissible transaction;
  - j. The transaction would exceed security limitations on the use of the Service;
  - k. You have not given us complete information or properly followed our procedures on how to complete the transaction; or
  - l. The Merchant does not credit your Payment properly.

There may be other exceptions in the Terms and Conditions of Your Account, or other agreements between us.

- 20. LIMITATION ON OUR LIABILITY.** UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICES DESCRIBED IN THIS AGREEMENT, INCLUDING DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS THE SERVICE, INCLUDING DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES.

- 21. AGREEMENT ASSIGNMENT AND AMENDMENT.** We may assign this Agreement to any affiliate, parent, or other company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to such third parties as we may elect.
- We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments, by disclosing the change electronically, and, at our option, by sending you notification in addition thereto. We will provide notice thirty (30) days in advance of any changes (or such lesser period as may be allowed by applicable law) unless an immediate change is necessary to maintain the security of the system. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the Accounts or Services to which these changes relate, at your option. Your continued use of the Service will signify your acceptance of any and all changes to this Agreement. We also reserve the option, in our sole judgment, to waive, reduce or reverse charges or fees in individual situations.
- 22. SUSPENSION/CANCELLATION.** We have the right to limit, suspend or cancel your access to the Service, in whole or in part, at any time, without cause or notice. Your Service privileges may also be suspended or revoked if your Account becomes overdrawn. If the Service is suspended or cancelled, you understand that any scheduled transactions will not be made as scheduled. Suspension or cancellation shall not affect your liability or obligations under this Agreement. Your eBanking, Mobile Deposit and Bill Payment Service remains in effect until terminated by you and/or us. You may cancel your Service at any time by notifying us of your intent to cancel in writing or through eBanking, Mobile Deposit and Bill Payment secure message service. This cancellation applies to your eBanking, Mobile Deposit and Bill Payment Service and does not terminate your Accounts. We recommend that you cancel any scheduled Payments prior to notifying us that you are discontinuing the Service.
- 23. INACTIVITY.** If you do not log on for one hundred eighty (180) days or more and have no outstanding scheduled Payments or transfers through eBanking, Mobile Deposit and Bill Payment, we may cancel your Service without further notice.

- 24. CONTACT BY UNITED BANK.** None of our employees, nor any company affiliated with eBanking, Mobile Deposit and Bill Payment Service, will contact you via email or phone requesting your eBanking User ID or Password. If you are asked by anyone to provide this information, please do not provide the requested information and contact us immediately at 800-327-9862.
- 25. GOVERNING LAW.** The terms and conditions of this Agreement are governed in accordance with the choice of law provisions described in the Terms and Conditions of Your Account.
- 26. ENFORCEABILITY.** We may waive enforcement of any provision of this Agreement without impacting the enforceability of the remaining provisions of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any subsequent or prior breach of this Agreement. Any such waiver shall not affect our rights with respect to any other transactions or modify the terms of this Agreement.
- 27. OWNERSHIP AND LICENSE.** You agree that we and our third-party service providers retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the foregoing restriction, you may not use the Service: (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to United Bank's business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may use the Service only for personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content of this Agreement and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.
- 28. ELECTRONIC RECORDS.** The use of this Service requires us to maintain an electronic record of (i) this Agreement, and (ii) your authorizations (the "Authorizations") of any electronic fund transfers from your Account that were established through the Service.
- You may request that this Agreement or any Authorizations be provided to you on paper, now or at any point in the future, by contacting one of our branches, by writing us at United Bank Customer Service Center, P.O. Box 393, Charleston, WV 25322 or by calling us at 800-327-9862. There will be no fee charged if you request that this Agreement or your Authorizations be provided to you on paper. You may withdraw your consent to electronic records at any time; however, should you withdraw this consent, you will no longer be eligible for the Service.

## **PART B – Software License Agreement**

In addition to the terms presented in Part A of the Agreement above, if you elect to use our Mobile Banking Application, the subsequent terms and conditions apply to your use of the Software (defined below) which makes our Mobile Banking Application and Mobile Banking Service possible. By using the Mobile Banking Service, you are agreeing to and accepting the following terms and conditions:

- 1. GENERAL.** Access to your financial institution's services via your mobile device is powered by the mobile technology solution owned by FIS (the "Licensor"). The Licensor is not the provider of any of the financial services available to you through the Software (defined below), and the Licensor is not responsible for any of the materials, information, products or services made available to you through the Software.
- 2. OWNERSHIP.** You acknowledge and agree that the Licensor is the owner of all rights, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to, any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the terms of this Agreement.
- 3. LICENSE.** Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you or the Licensor. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.

4. **RESTRICTIONS.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
5. **UPDATES.** The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.
6. **TEXT MESSAGES.** Text messaging services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.
7. **CONSENT TO USE OF DATA.** You agree that the Licensor may collect and use technical data and related information, including but not limited to, technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.
8. **EXPORT RESTRICTIONS.** You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear missiles, or chemical or biological weapons.
9. **U.S. GOVERNMENT RESTRICTED Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
10. **DISCLAIMER OF WARRANTY.** The software is provided on an 'as is' and 'as available' basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No warranty is provided that the software will be free from defects or viruses or that operation of the software will be uninterrupted. Your use of the software and any material or services obtained or accessed via the software is at your own discretion and risk, and you are solely responsible for any damage resulting from their use. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply to you.
11. **LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law, in no event will the licensor or its affiliates or licensors be liable for any damages arising out of the use or inability to use the software, including but not limited to any general, special, incidental or consequential damages, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which any claim is based. In any case, the licensor's liability arising out of the use or inability to use the software shall not exceed in the aggregate the sum of the fees paid by you for this license. Some jurisdictions do not allow the limitation or exclusion of liability for certain types of damages, so some of the above limitations may not apply to you.
12. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

## **PART C – Zelle Terms and Conditions**

In addition to the terms presented in Part A and Part B of the Agreement above, if you elect to use our Zelle Transfer Service, the subsequent terms and conditions apply to your use of the Zelle Transfer Service (defined below) which makes our Zelle Transfer Service possible. By using the Zelle Transfer Service you are agreeing to and accepting the following terms and conditions:

### **1. DESCRIPTION OF SERVICES.**

- a. United Bank has partnered with the Zelle Network (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Zelle Transfer Service(s)"). We will refer to financial institutions that have partnered with Zelle as “Network Banks.”
- b. Zelle provides no deposit account or other financial Zelle Transfer Services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

### **2. ELIGIBILITY AND USER PROFILE.**

- a. When you register to use the Zelle Transfer Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Transfer Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the registered bank account. You agree that you will not use the Zelle Transfer Service to request, send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.
- b. The Zelle Transfer Service is intended for personal, not business or commercial use. You agree that you will not use the Zelle Transfer Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your registration if we believe that you are registering to use the Zelle Transfer Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Transfer Service if we believe that you are using the Zelle Transfer Service for business or commercial purposes, or for any unlawful purpose.
- c. The Agreement does not contain all terms which may apply to you; for additional relevant information, please review the eBanking Disclosure and Agreement and Deposit Account Terms and Conditions.
- d. We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments, by disclosing the change electronically, and, at our option, by sending you notification in addition thereto. We will provide notice thirty (30) days in advance of any changes (or such lesser period as may be allowed by applicable law) unless an immediate change is necessary to maintain the security of the system. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the Zelle Transfer Service to which these changes relate, at your option. Your continued use of the Zelle Transfer Service will signify your acceptance of any and all changes to this Agreement. We also reserve the option, in our sole judgment, to waive, reduce or reverse charges or fees in individual situations.

### **3. PRIVACY AND PERSONAL INFORMATION.**

- a. We make security and the protection of your information a top priority. At times, information may need to be disclosed to third parties about you and your accounts or the transfers you make (subject to applicable laws):
  - i. when necessary for completing transfers
  - ii. as necessary for offering the Zelle Transfer Service
  - iii. to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
  - iv. to comply with government agency or court orders
  - v. if you give us written permission
  - vi. as stated in our United Bank Privacy Policy
  - vii. as otherwise required or permitted by law or government regulation.
- b. You can access our Privacy Policy at <https://www.bankwithunited.com/privacy-policy>

### **4. REGISTERING FOR THE ZELLE TRANSFER SERVICE.**

- a. In order to register for this Zelle Transfer Service, you must provide us with a permanent email address that you intend to use regularly and a permanent phone number that you intend to use regularly. For purposes of debiting and crediting your account, you must select a default funding account. This account will also be designated to receive any funds sent to you. You may elect to use a different account when sending a payment on the Send screen.
- b. Once registered, you may:
  - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
  - ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- c. Existing Zelle users may need to transfer their phone number and/or email address to United Bank Zelle if those credentials are already in use.
- d. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- e. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle.

**5. CONSENT TO EMAILS AND AUTOMATED TEXT MESSAGES.**

- a. By participating as a User, you represent that you are the owner of the email address, mobile phone number and/or other alias you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle Transfer Services or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. You further acknowledge and agree:
  - i. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message Zelle Transfer Services, including without limitation for short message service. Please check your mobile Zelle Transfer Service agreement for details or applicable fees.
  - ii. You will immediately notify us if any email address or mobile phone number you have registered is (i) surrendered by you, or (ii) changed by you.
  - iii. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
  - iv. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
  - v. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer Zelle Transfer Service at 1.800.327.9862 You expressly consent to receipt of a text message to confirm your "STOP" request.

**6. RECEIVING MONEY; MONEY TRANSFERS BY NETWORK BANKS.**

- a. Once a User initiates a transfer of money to your email address, mobile phone number, registered with the Zelle Transfer Service, you have no ability to stop the transfer. By using the Zelle Transfer Service, you agree and authorize us to initiate credit entries to the bank account you have registered.

- b. Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).
- c. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.
- d. The Zelle Transfer Service is intended for personal use between yourself and individuals that you personally know.

**7. SENDING MONEY; DEBITS BY NETWORK BANKS.**

- a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Zelle Transfer Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Bank to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it.
- b. In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not registered as a User with either Zelle or a Network Bank, the transfer may take up to two (2) days from the day the intended recipient responds to the payment notification by registering as a User. You understand and acknowledge that a person to whom you are sending money and who is not registered as a User may fail to register with Zelle, or otherwise ignore the payment notification, and the transfer may not occur.
- c. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).
- d. We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.
- e. The Zelle Transfer Service is intended for personal use between yourself and individuals that you personally know.

**8. TRANSACTION MEMOS.**

- a. The Zelle Transfer Service may allow for the inclusion of a description or "memo" that will be shared with the recipient. This feature is intended for informational purposes between the sender and receiver. United Bank will not act on any instruction provided in the memo field. You agree that the use of the field is for personal use and will not contain obscene, abusive, or any language that refers to illegal activities.

**9. LIABILITY.**

- a. Neither we nor Zelle shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Transfer Service.
- b. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

**10. SEND LIMITS.**

- a. We reserve the right to impose limits on the dollar amount(s) and/or the number of items that you may transmit through Zelle. If you attempt to initiate a transaction in excess of these limits, we may reject your transaction. If we permit you to make a transaction in excess of these limits, such transaction will still be subject to the terms of this Agreement, and we will not be obligated to allow such a transaction at other times. The current daily limit for Sending Money is \$750 per day, with no restrictions on the amount of funds received. We may increase your daily limit based upon transaction history and your account being in Good Standing. If you have any questions about your current Zelle Limit, you may contact the Call Center.

## 11. REQUESTING MONEY.

- a. You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.
- b. By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Transfer Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.
- c. You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.
- d. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

## 12. TRANSACTION ERRORS AND UNAUTHORIZED ACTIVITY.

- a. Please refer to the Error Resolution Notice provisions of the Terms and Conditions of Your Account for information about the handling of errors and questions involving the Zelle Transfer Service.
- b. United Bank relies on information provided by you and is not responsible for errors based on mis-keyed or incorrect information, duplication, ambiguities, or fraud in the information you provided. It is strongly recommended you verify all information in transactions before submitting and that you know and trust the recipient of your funds. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.
- c. It is your responsibility to notify us immediately at 800-327-9862 if you believe your Password has been lost or stolen, your Account has been accessed or used without your authorization, or someone has used your Password to access the Zelle Transfer Service without authorization. You can call this number at any time, day or night. The limits of your liability are defined in the Consumer Liability section of the Terms and Conditions of Your Account.
- d. If you disclose your Password to anyone, you assume all risks and losses associated with such disclosure. You are responsible for all transactions you authorize using the Zelle Transfer Service, as well as transactions authorized by any party to whom you have disclosed your password.

## 13. FEES.

- a. There are currently no fees associated with the Zelle Transfer Service. United Bank reserves the right to modify fees upon notice.

## 14. CANCELLATION OF THE ZELLE TRANSFER SERVICE.

- a. **We have the right to limit, suspend or cancel your access to the Zelle Transfer Service, in whole or in part, at any time, without cause or notice. Your Zelle Transfer Service privileges may also be suspended or revoked if your Account becomes overdrawn. If the Zelle Transfer Service is suspended or cancelled, you understand that any scheduled transactions will not be made as scheduled. Suspension or cancellation shall not affect your liability or obligations under this Agreement.**

## 15. RIGHT TO TERMINATE ACCESS.

- a. You reserve the right to terminate access to the Zelle Transfer Service at any time. If you wish to terminate access to Zelle, contact our customer Zelle Transfer Service at 800-327-9862.

## 16. DISCLAIMER OF WARRANTIES.

- a. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE

TRANSFER SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE TRANSFER SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE ZELLE TRANSFER SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE TRANSFER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**17. LIMITATION OF LIABILITY.**

- a. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE TRANSFER SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE TRANSFER SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE TRANSFER SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S ZELLE TRANSFER SERVICE OR WITH THE TERMS OF THIS Agreement, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE TRANSFER SERVICE.
- b. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

**18. INDEMNIFICATION.**

- a. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Transfer Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless United Bank, Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle Transfer Service, or any violation by you of the terms of this Agreement.

**19. AVAILABILITY.**

- a. Subject to the terms of this Agreement, the Zelle Transfer Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer Zelle Transfer Service generally will be available Monday through Friday, excluding US bank holidays.

**20. WIRELESS OPERATOR DATA.**

- a. We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy <https://www.zellepay.com/privacy-policy> for how it treats your data. You can access our Privacy Policy at <https://www.bankwithunited.com/privacy-policy>

## **PART D – United Bank Visa® Credit Card Account Cardholders**

For United Bank Visa® account cardholders, your credit card account information is accessible through the eBanking platform, the United Bank Mobile App, and the credit card online portal, eZcard. Your use of these services to access your credit card information, subjects you to the terms and conditions outlined below.

The credit card Web Site is provided as a convenient online way for you to access information about your credit card account and is subject to your compliance with the terms of use set forth below including, all exhibits here to. Please read this Agreement carefully before accessing or using this Web site. By accessing or using the site, you agree to be bound by the terms of use set forth below. If you do not wish to be bound by these terms of use, you may not access or use the site. This agreement may be modified at any time, and such modifications shall be effective immediately upon posting of the modified Agreement to this site. You agree to review the Agreement periodically to be aware of such modifications and your continued access or use of the site shall be deemed your conclusive acceptance of the modified Agreement.

1. Operating Policies. You agree to comply with the Operating Policies set forth here in

(as they may be amended from time to time), which are the rules that govern your activity in connection with the site.

2. Copyright, Licenses and Idea Submissions. The entire contents of the site are copyrighted under the United States copyright laws. The owner of the copyright is Fidelity National Information Services. You may print and download portions of material from the different areas of the site solely for your own non-commercial use. Any other copying, redistribution, retransmission or publication of any downloaded material, is strictly prohibited without the express written consent of Fidelity National Information Services. You agree not to change or delete any proprietary notices from materials downloaded from the site.

3. Use of the site. You understand that, except for information, products or services clearly identified and supplied by the site, the site does not operate, control or endorse any information, products or services on the Internet in any way. You assume total responsibility and risk for your use of the site. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the site. It is not warranted that the site will be uninterrupted or error-free or that defects in the site will be corrected. The site is provided on an "as is, as available" basis.

In no event, will Fidelity National Information Services be liable for (I) any incidental, consequential, or indirect cost arising out of the use of or inability to use the site, or any information, or transactions provided on the site or downloaded or hyperlinked from the site, or (II) any claim attributable to errors, omissions, or other inaccuracies in the site and/or materials or information downloaded through, or hyperlinked from, the site.

4. Indemnification. You agree to indemnify, defend and hold harmless Fidelity National Information Services, its officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the site from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.

5. Termination. Either party without notice may terminate this Agreement at any time for any reason; provided that you may no longer use the site after you have terminated this Agreement. The provisions of paragraphs 2 (Copyright, Licenses and Idea Submissions), 3 (Use of the site), and 4 (Indemnification) shall survive any termination of this Agreement.

Terms of Service Security & Privacy Policy

Security

The information required to enroll in this site is necessary to authenticate you as an authorized user of the credit card and safeguards access to your card account information from unauthorized persons. Only information that you voluntarily provide is used. The information you provide to authenticate you as the authorized user and access this site is considered to be personal, confidential and is not shared, provided, or sold to anyone. Information is accepted at this site only through a secure (SSL) connection to the user's browser and is stored in an encrypted format.

You also play a part in keeping your card account secure. Your password provides security and only you know the password to access your card account information contained in this site. Keep your password confidential, secure and do not disclose it to anyone to prevent unauthorized access. Do not leave your computer unattended while accessing your card account information and be sure to log out of the site when you are finished.

Privacy Policy Maintaining the confidentiality, integrity and security of personal information entrusted to us by customers is of the highest concern. We treat personal information as confidential. When you provide personal information, we believe that you should be aware of our policies to protect the confidentiality of this information.

Substantial precautions are taken in seeking to ensure that our systems are secure and that they meet industry standards, including the application of firewalls and Secure Socket Layer technology for Internet-based systems. When appropriate the employment of encryption technologies, user authentication systems (e.g., login and passwords) and access control mechanisms is used.

## PART E – BUSINESS LINKED ACCOUNT ADDENDUM

This Business Account Linked Addendum (this "Addendum") to that certain eBanking Disclosure Statement and Agreement (the "Consumer eBanking Agreement") is by and among the undersigned owner of business banking account(s) ("Business Customer"), the undersigned owner of personal banking account(s) ("Personal Customer", and together with Business Customer, "Customer") and United Bank, a Virginia banking corporation (the "Bank"). This Addendum provides certain terms, conditions and notices applicable to business bank accounts (the "Business Linked Accounts") that are established primarily for business or commercial purposes and that are linked to personal, family, consumer, or household banking accounts ("Personal Accounts") through enrollment in Bank's eBanking Services. Use of the eBanking Services, including but not limited to all transactions between any Personal Accounts and any linked Business Linked Accounts, are subject to the Consumer eBanking Agreement, the Account Terms and Conditions (the "Account Agreement"), and this Addendum.

WHEREAS, each of Business Customer and Personal Customer acknowledge that the Business Linked Accounts and the transactions contemplated by this Addendum (collectively, the "Linked Arrangement") are exceptions to Bank's ordinary consumer ebanking services and, therefore, agree that the terms and conditions related to the Linked Arrangement remain subject to Bank's periodic review and approval or termination from time to time, all in Bank's sole discretion.

1. **Defined Terms.** Capitalized terms used herein that are not otherwise defined below shall have the same meanings as defined in the Agreement unless they are otherwise defined herein.
  - a. The term "**Business Online Banking Platform**" means Bank's commercial business online/mobile system used principally by Bank's commercial business customers. This services platform provides advanced business capabilities including ACH Origination, business bill pay and positive pay. This online service platform is addressed in Bank's Master Treasury Agreement.
  - b. The term "**Consumer eBanking Platform**" means Bank's retail online/mobile banking system used principally by Bank's individual consumer customers. This services platform provides individual consumer customers with self-enrollment capabilities and offers individual consumer customers online/mobile systems such as funds transfers, bill pay and remote deposit.
  - c. The term "**Master Treasury Agreement**" means Bank's Master Treasury Management Service Agreement which provides for Bank's online/mobile banking services platform.
2. **CONFLICTS.** With respect to any Business Linked Accounts, in the event of a conflict between the provisions of this Addendum and those of the Consumer eBanking Agreement, the Master Treasury Agreement (if applicable), the Business Online Banking System Services Agreement (if applicable) and/or any other agreement between Business Customer and Bank, the provisions of this Addendum shall govern, control and prevail when accessing the Business Linked Accounts on the Consumer eBanking Platform. With respect to any Accounts other than the Business Linked Accounts, in the event of a conflict between the provisions of this Addendum and those of the Consumer eBanking Agreement, the provisions of the Consumer eBanking Agreement shall govern, control and prevail.
3. **Business Linked Accounts.** "Linking" accounts on the Consumer eBanking Platform and as described herein allows Customer to view and potentially initiate transfers from Business Linked Accounts to other Accounts, and from other Accounts to a Business Linked Account, under one Consumer eBanking Platform profile. By signing below, Business Customer and Personal Customer each authorize Bank to link the accounts in accordance with the terms and conditions of this Addendum. All other Personal Accounts and online services will continue to be governed by the Account Agreement and the Consumer eBanking Agreement, which are each hereby incorporated by reference for such other Personal Accounts. The terms and conditions of the deposit agreements and disclosures for each of the Accounts, as well as Customer's other agreements with Bank such as promissory notes or loan agreements, continue to apply notwithstanding anything to the contrary in this Addendum. By linking Accounts to each other under the Consumer eBanking Platform, Customer acknowledges and agrees that initiation of a transaction or instructions using the applicable security procedures constitutes sufficient authorization for Bank to execute such transaction or instruction with respect to all of the Business Linked Accounts. Customer acknowledges and agrees that limitations on individual or joint authority to transfer funds under other Bank agreements will not apply to transactions or instructions initiated through the Consumer eBanking Platform.
4. **Certain Treasury Management Services Not Available on the Consumer eBanking Platform.** If Business Customer has previously executed the Master Treasury Agreement and/or the Business Online Banking System Services Agreement, then Business Customer acknowledges and agrees that certain Treasury Management Services provided to Business

Customer by Bank under the Business Online Banking Platform, including, without limitation, ACH Origination, ACH Positive Pay, Business eBanking (including Business eBanking Mobile), Daily Investment Sweep Loan, Lockbox, Positive Pay, Remote Deposit Capture, Wire Transfer of Funds and Zero Balance Accounts (collectively, the "Services"), will not be available to Business Customer with respect to the Business Linked Accounts when accessing such Business Linked Accounts using the Consumer eBanking Platform; provided, however, that such Services may be available to Business Customer when accessing the Business Online Banking Platform, in Bank's sole discretion. Personal Customer acknowledges and agrees that such Services will not be available to Personal Customer. Further, Business Customer may have Business Linked Accounts that are included in and accessible while on the Consumer eBanking Platform that are not eligible for all functions or services based on account type or designation as business or personal. If linking any Business Linked Account to the Consumer eBanking Platform, Customer acknowledges and agrees that all linked Personal Accounts shall continue to be solely used for personal, consumer, family, or household purposes and not for business or commercial purposes. Customer's liability for transfers from Personal Accounts will be unlimited, notwithstanding the disclosures applicable to any personal account or other standardized disclosures Bank may send to Customer, the Federal Electronic Funds Transfer Act, or Regulation E.

5. **Authority Granted to Users; Acknowledgement of Risks.** Customer acknowledges that, by agreeing to link the accounts, the owner(s) of the Business Linked Accounts is/are giving the users of the other Accounts unlimited access to the Business Linked Accounts. For Business Linked Accounts, this means that any Personal Account users may view the private account information and initiate transactions from the Business Linked Account. Customer acknowledges and understands that there are risks in using the linking service, including the disclosure of private information to third parties and exercise of unlimited authority by the owners of the other Accounts and their agents. Other Accounts may have more than one authorized user who may access Business Linked Accounts and such authorized users may be changed without notice to the owners of the other Accounts.

Customer further acknowledges that, by agreeing to link the accounts, the owner(s) of the Personal Accounts is/are giving the users of the other Accounts unlimited access to the Personal Accounts. For Personal Accounts, this means that any Business Linked Account users may view the account information and initiate transactions from the Personal Accounts. Customer acknowledges and understands that there are risks in using the linking service, including the disclosure of private information to third parties and exercise of unlimited authority by the owners of the other Accounts and their agents. Other Accounts may have more than one authorized user who may access Personal Accounts and such authorized users may be changed without notice to the owners of the other Accounts.

6. **Notices.** In connection with the Business Linked Accounts, please take notice that:
- a. **BANK HAS NO OBLIGATION OR DUTY TO MONITOR TRANSFERS BETWEEN AND AMONG THE PERSONAL ACCOUNTS AND THE BUSINESS CUSTOMERS' LINKED ACCOUNTS. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, CUSTOMER HEREBY WAIVES ALL CLAIMS, IF ANY, THAT CUSTOMER MAY NOW OR HEREAFTER HAVE AGAINST BANK IN CONNECTION WITH SUCH TRANSFERS AMONG THE LINKED ACCOUNTS.**
  - b. **BANK IS NOT RESPONSIBLE FOR ANY CO-MINGLING OF FUNDS BETWEEN AND AMONG THE PERSONAL ACCOUNTS AND THE CUSTOMER'S BUSINESS LINKED ACCOUNTS.**
  - c. **ALL PERSONS WITH ACCESS TO THE BUSINESS LINKED ACCOUNTS BY MEANS OF THE CONSUMER EBANKING PLATFORM (THROUGH THE SHARING OF CUSTOMER'S LOGIN CREDENTIALS OR OTHERWISE) SHALL HAVE ACCESS TO CUSTOMER'S PERSONAL ACCOUNTS. LIKEWISE, ALL PERSONS WITH ACCESS TO CUSTOMER'S PERSONAL ACCOUNTS WILL HAVE ACCESS TO THE BUSINESS LINKED ACCOUNTS.**
7. **Indemnification.** To the extent permitted by applicable laws, Personal Customer and Business Customer shall each, jointly and severally, defend, indemnify, and hold Bank, its affiliates, officers, directors, employees, consultants, agents, services providers, and licensors harmless from and against all claims, losses, costs, damages, liabilities, and expenses (including without limitation reasonable attorneys' fees) which arise out of or relate to Customer's request to link any Business Linked Accounts or Customers' authorization of the identified parties and their agents to access accounts and/or other account transactions, including without limitation any transfer or withdrawal of funds from the Personal Accounts or the Business Linked Accounts.
8. **Other Agreements.** To the extent that Business Customer has previously executed the Master Treasury Agreement and/or the Business Online Banking System Services Agreement, Business Customer hereby acknowledges, agrees and affirms that all terms, covenants and conditions of the Master Treasury Agreement and/or the Business Online Banking System Services Agreement, except as expressly modified by this Addendum when accessing the Consumer eBanking

Platform, shall remain otherwise unchanged and in full force and effect with respect to the Business Online eBanking Platform. To the extent that Business Customer has not previously executed the Master Treasury Agreement and/or the Business Online Banking System Services Agreement, then with respect to any Business Linked Accounts, Business Customer further acknowledges and agrees as follows:

- a. **Authority, Representations and Warranties.** Business Customer represents, warrants, and covenants to and with Bank that (i) it is duly organized, validly existing, and in good standing in the state of its organization, (ii) the execution, delivery, and performance of all documents or agreements provided in connection with any service are within its powers, have been duly and validly authorized, and do not contravene its charter, by-laws, or any indenture, agreement, undertaking, law, regulation, or order binding it, (iii) any approval, consent, or authorization of any government authority is necessary for Business Customer to obtain any service from Bank has been obtained, and (iv) the terms and conditions contained in this agreement are valid and binding obligations of Business Customer enforceable in accordance with their terms.
- b. **Designation of Authorized Agents.** Bank will be entitled to rely on any written notice or other written communication, including but not limited to emails, believed by Bank in good faith to be genuine and to have been submitted by the agent or agents authorized by Business Customer, and any such communication will be deemed to have been signed by such person. Any changes in the designation of agents so authorized will be in writing by the delivery of a new authorization form, and Business Customer will provide reasonable prior notice of such change to Bank.
- c. **Security.** Business Customer agrees to implement reasonable security measures to assure that only Business Customer's authorized agent(s) have the ability to transmit information and instruction to Bank for the purposes of any transfer or Service. Bank strongly recommends that Business Customer adopts an internal, dual control environment in connection the Services. If Business Customer chooses not to do so, Business Customer agrees to adopt a standard greater than ordinary care with respect to Business Customer accounts, employee supervision, internal controls, and review of statements and other transaction information. Business Customer will be solely responsible for preventing and safeguarding against unauthorized transmissions and unauthorized access to the following, all of which are referred to collectively as "Information Sources": (i) original checks; (ii) check images; and (3) Business Customer information, systems, connections and equipment that interface with, connect to or allow access to Bank, its information, systems and equipment, including but not limited to instructions, codes, passwords, procedures, including security-related procedures or any passwords, codes or PINs used in transmitting sensitive information. Business Customer will establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to the Information Sources. Such practices, techniques and procedures will be no less than the security-related requirements set forth in any applicable laws, regulations, regulatory guidelines and rules. Business Customer will take appropriate security measures to ensure that: (a) only authorized personnel will have access to Information Sources, and (b) that the information obtained from Information Sources is not disclosed to third parties. Business Customer will notify Bank immediately, followed by written confirmation, if Business Customer has reason to believe or suspects there has been any unauthorized access to the Information Sources or unauthorized transmissions. Business Customer is solely responsible for providing for and maintaining the physical electronic, procedural, administrative, and technical security of data and systems in Business Customer's possession or under Business Customer's control. Bank is not responsible for any computer viruses (including, but not limited to, programs commonly referred to as "malware," "keystroke loggers," or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is at Business Customer's own discretion and risk, and Bank is not responsible for any damage to Business Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise.
- d. **Bank Liability.** Business Customer agrees that Bank's responsibility to Business Customer will be limited to the exercise of ordinary care. Bank will not be responsible for delays or failures in performance caused by events beyond Bank's reasonable control or by periods of unavailability of its systems due to unexpected failure of any system. If Bank substantially complies with its procedures, Bank will be considered to have exercised ordinary care. Business Customer and Bank agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. BUSINESS CUSTOMER EXPRESSLY AGREES THAT IN NO EVENT WILL BANK PARTIES (AS DEFINED BELOW) BE LIABLE FOR LOST PROFITS OR FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, OR INCIDENTAL LOSSES OR DAMAGES WHICH MAY ARISE IN

CONNECTION WITH THE SERVICES CONTEMPLATED BY THIS ADDENDUM EVEN IF BANK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS PURSUANT TO THIS ADDENDUM. BUSINESS CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF ANY SERVICES VIA THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. BANK EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH ANY BANK SYSTEM OR THE INTERNET OR ACTIONS TAKEN ON THE INTERNET, AND BANK EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. BANK IS NOT RESPONSIBLE FOR ANY OVERDRAFTS BY BUSINESS CUSTOMER OR FOR ANY ACTIONS OR OMISSIONS OF BUSINESS CUSTOMER THAT RESULT FROM OR ARISE OUT OF ANY DIFFERENCE IN THE AVAILABLE BALANCE AND CURRENT BALANCE OF ANY BUSINESS CUSTOMER ACCOUNT MAINTAINED WITH BANK. Bank will not be liable for: (i) the failure of Business Customer to maintain its security, (ii) Business Customer's acts or omissions (including, but not limited to, the amount, accuracy, timeliness of transmittal, or due authorization of any entry received from Business Customer), (iii) nonperformance, malfunction, or incompatibility of Business Customer's hardware or software, or the malfunction of the information reporting system beyond Bank's reasonable control, (iv) any cause except the gross negligence or willful misconduct of Bank's employees, (v) acts and omissions of transferee institutions and their personnel, or (vi) any and all claims or damages resulting from, or related to, any computer virus, unauthorized intrusion or related problems that may be associated with using electronic mail, the internet, or Business Customer's equipment. Business Customer acknowledges that Bank system information regarding deposit balances may not include pending transactions, including deposits, withdrawals, and returns, which will determine the actual balance at any given time. Bank will have no liability or responsibility to Business Customer with regard to any other matter, including, but not limited to, its failure to honor a transaction if the account has insufficient available balance, any act or omission by any clearinghouse operator, whether check or electronic, and any other financial institution, and any communications and/or payment network operated by or for financial institutions. Bank will not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by Business Customer or third parties and their personnel; criminal acts; or generally any cause reasonably beyond Bank's control.

- e. **Indemnification.** BUSINESS CUSTOMER WILL INDEMNIFY AND HOLD BANK HARMLESS FROM ANY CLAIM, LOSS, PENALTY, ASSESSMENT, COST OR DAMAGE, WHETHER IN CONTRACT OR IN TORT (INCLUDING REASONABLE ATTORNEYS' FEES), AND ARISING OUT OF ANY ERRORS, NEGLIGENCE, ACTION, NON-ACTION, OR INVOLVEMENT BY BUSINESS CUSTOMER OR BANK PARTIES, OR THEIR RESPECTIVE OFFICERS (INCLUDING INDIVIDUALS PORTRAYING THEMSELVES AS OFFICERS), EMPLOYEES, AGENTS, AFFILIATES, CONTRACTORS, AND ATTORNEYS (COLLECTIVELY, "BANK PARTIES"), UNDER THIS ADDENDUM OR IN CONNECTION WITH THE SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS ADDENDUM OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THOSE ASSERTED BY THIRD PARTIES FOR REIMBURSEMENT OR DAMAGES, THOSE RESULTING FROM A BREACH OR NONCOMPLIANCE OF SUCH RULES, REGULATIONS, OR OPERATING PROCEDURES BY BUSINESS CUSTOMER, THOSE RESULTING FROM THE DELAY OF ANY CLEARINGHOUSE OR ANY FINANCIAL INSTITUTION OTHER THAN BANK IN CREDITING, OR THE FAILURE OF SUCH INSTITUTION TO CREDIT THE AMOUNT OF ANY TRANSACTION, AND THOSE WHICH ARISE OUT OF OR UNDER EFTA, ANY APPLICABLE STATE ELECTRONIC FUND TRANSFER RULES OR REGULATIONS, THE NACHA RULES, OR ANY RULES OR GUIDELINES OF ANY AUTOMATED CLEARINGHOUSE, except that such indemnification by Business Customer of Bank Parties will not apply to those losses caused solely by Bank's gross negligence or willful misconduct. Business Customer agrees to hold Bank Parties harmless from any and all losses, costs, suits, expenses, liabilities, damages, and attorneys' fees arising from or related to Bank Parties acting in good faith in accordance with instructions or information if Bank has followed its procedures, and Business Customer further agrees that Bank assumes no responsibility beyond its duty to exercise ordinary care. Business Customer will indemnify Bank for any loss or liability from the breach of any of the warranties of an originating bank caused by Business Customer for any entries initiated by Business Customer. Business Customer agrees to hold Bank Parties harmless for all damages resulting from Business Customer's failure to follow all of its or Bank's security procedures.
- f. **Third Party Claims.** If Bank receives an adverse claim from any third party against any Business Linked Account, and Bank reasonably believes that it will not be protected if the claim is ignored or that Bank has a legal obligation to comply with the claim, Business Customer agrees Bank may, in its discretion, comply with the claim

by making payment from the affected Business Linked Account, place a hold on the affected Business Linked Account or move the disputed funds to a holding account. Any hold or use of a holding account will remain in place only so long as reasonably necessary to resolve the claim or employ legal remedies to allow a court to decide such claim. Bank will have no liability for dishonored transactions which result from such action, and Business Customer agrees to reimburse Bank for all costs, including attorney fees, incurred due to such adverse claim.

9. **Continuing Agreement.** The Account Agreement and Consumer eBanking Agreement are each hereby ratified and affirmed, and all terms, covenants and conditions of the Account Agreement and Consumer eBanking Agreement, as modified herein, shall remain otherwise unchanged and in full force and effect in all respects whatsoever.
10. **Severability.** If any provision or portion of this Addendum shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, then this Addendum will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Addendum, valid and enforceable.
11. **Waiver.** No waiver by Bank of a right or default shall be effective unless in writing. No such waiver shall be deemed a waiver of any subsequent right or default of a similar nature or otherwise.
12. **Governing Law.** The validity and interpretation of this Addendum shall be governed in accordance with the choice of law provisions described in the Account Agreement without reference to principles of conflicts of law.
13. **Consumer eBanking Agreement.** To the extent that the Consumer eBanking Agreement permits only personal use of the Consumer eBanking Platform, the Consumer eBanking Agreement is hereby modified to permit the Business Linked Accounts.

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