

## **United Bank External Transfer Service User Agreement**

THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY FROM TIME TO TIME REQUEST A TRANSFER OF FUNDS IN YOUR UNITED BANK ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR UNITED BANK ACCOUNT. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. BY CLICKING THE "I AGREE" BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

**Scope of Agreement** - This Agreement covers all funds transfers using the External Transfer service initiated by me from time to time through UNITED BANK's Online Banking Service.

### **Definitions**

"ACH Network" means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.

"ACH Rules" means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.

"Business Day" means any day that is not a Saturday, Sunday or federal holiday.

"Eligible FI Account" means my UNITED BANK deposit account that is eligible to be used with the External Transfer service and is enrolled in the service.

"I", "me" and "my" refer to the client who agrees below to the terms and conditions of this Agreement.

"NACHA" means the National Automated Clearinghouse Association.

"Verified Account" means an account that I own at another financial institution located in the United States that is enrolled in the External Transfer service.

"You" and "your" refer to UNITED BANK.

**Description of Service** - The External Transfer service enables me to request a transfer of funds: (1) from my Eligible UNITED BANK Account to a Verified Account (I hold at another financial institution); or (2) from a Verified Account to my Eligible UNITED BANK Account. UNITED BANK uses the ACH Network to execute my External Transfer requests, but other methods of transfer may also be used. All requests must be made through UNITED BANK and are subject to the terms of this External Transfer User Agreement, each as in effect from time to time, other agreements and applicable laws and regulations.

**Authorization to Transfer Funds Using External Transfer Service** - I hereby represent and warrant to UNITED BANK its directors, officers, employees and agents that I own each Eligible UNITED BANK Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize UNITED BANK to execute and charge my Eligible

UNITED BANK Account(s) for any External Transfer request to a Verified Account and from a Verified Account to my Eligible UNITED BANK Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete certain types of transfers when my External Transfer requests are made in accordance with the procedures established by UNITED BANK. I understand and acknowledge that UNITED BANK has no obligation to execute any request for a transfer using External Transfer that is not initiated in accordance with such procedures. I further acknowledge that the acceptance and processing of an External Transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until I have informed you by telephone at (616) 559-7000 or (800) 968-1990 that I have revoked my authorization and you have a reasonable opportunity to act on it.

**Information Relied Upon by UNITED BANK** - I acknowledge and agree that UNITED BANK is relying upon the information I provide in originating an External Transfer on my behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding my Verified Account are my responsibility. Although I represent and warrant to you that I am the owner of each Verified Account and describe it to you by name and account number (or any other number), I understand and agree that if External Transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that UNITED BANK has no responsibility to investigate discrepancies between names and account numbers.

**Security Procedures** - I agree that UNITED BANK will initiate a funds transfer request for me only after I access my Eligible UNITED BANK Account(s) through its Online Banking Service using my User ID and password. UNITED BANK shall not be liable for any delay in processing my External Transfer request if I fail to comply with this security procedure (or any other that may be established by UNITED BANK from time to time). I acknowledge and agree that UNITED BANK has established commercially-reasonable security procedure for the External Transfer service. I understand that the security procedure is designed to authenticate my identity before accepting a request for an External Transfer and not to detect errors in the content of my instruction.

**Verification of Accounts at Other Financial Institution** - After agreeing to this Agreement and providing any additional information requested, I may enroll accounts that I hold at other financial institutions (each, a "Third Party Account") in the External Transfer service. I authorize United Bank of Michigan to verify any Third Party Account based on either or both of the following methods:

- **Micro Deposits:** One or more low value transactions will be posted to the Third Party Account, and I will be required to verify the transaction amounts.

- **Real Time Validation:** Customer enters their online banking credentials for the external institution. Verification is completed immediately with successful credentials.

**External Transfers** - Funds should be credited to my account within 3 Business Days. The Business Day on which a request for a transfer is made begins at 1:00 AM Eastern Time ("ET") and ends at 1:00 AM ET of the following Business Day.

**Limits on External Transfers** - Limits on transfer amounts are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid.

**Service Fees and Charges** - I understand and agree that I am responsible for paying any and all fees associated with my use of the External Transfer Service. I authorize UNITED BANK to charge my Eligible UNITED BANK Account (or any other of my accounts at UNITED BANK) for any service fees and charges applicable to transfers requested through the External Transfer service in accordance with UNITED BANK's Schedule of Fees in effect at the time I make an External Transfer request. UNITED BANK reserves the right to change the fees charged for the use of the External Transfer service.

**Execution of a Request for an External Transfer** - My request for an External Transfer will be executed on the current Business Day. The Business Day on which a request for an External Transfer is made begins at 1:00 AM ET and ends at 1:00 AM ET of the following Business Day. If my request for an External Transfer is received by UNITED BANK on a day that is not a Business Day or on a Business Day after the established cut-off hour, you will not process my request until the next Business Day.

**Actions Taken Upon an Unsuccessful External Transfer** - If a requested funds transfer could not be completed, I will contact the financial institution where my Verified Account is held in order to understand the reason for such failure. I understand that it is not the responsibility of UNITED BANK to make sure the transfer is successful.

**Rejection of an External Transfer Request** - You reserve the right to reject my funds transfer request. You may reject my request if the dollar value of one or more of my transfer requests exceed my transfer limit, if I have insufficient available funds in my Eligible UNITED BANK Account for the amount of the External Transfer, plus any applicable fee, if my request is incomplete or unclear, if you identify a security risk related to a requested transfer or if you are unable to fulfill my request for any other reason.

**Cancellations, Amendments or Recalls of an External Transfer Request** - I may cancel or amend a funds transfer request only if you receive my request prior to your execution of the funds transfer request and at a time that provides you with a reasonable opportunity to act upon that request. If my funds transfer request has been executed by UNITED BANK, I understand and agree that the request to recall or amend the funds transfer will be effective only with the voluntary consent of the financial institution holding the Verified Account. If I decide to recall or amend my funds transfer and my request has already been executed by you, you will first have to check with the beneficiary financial institution to determine whether or not the beneficiary

financial institution will return my funds. If the beneficiary financial institution confirms that the funds are returnable and agrees to do so, once the funds are returned to you by the beneficiary financial institution, you will return the funds to me. The amount that is returned to me may be less than I originally transferred because of service charges of the beneficiary financial institution and/or UNITED BANK. UNITED BANK shall not be liable to me for any loss resulting from the failure of the beneficiary financial institution to agree to a recall or amendment of my funds transfer request.

**Transfers Subject to the Rules of the Third Party Accounts** - Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third Party Accounts. I agree not to request any External Transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

**Delays, Non-Execution of Funds Transfer Request** - I agree that UNITED BANK shall not be responsible for any delay, failure to execute, or improper execution of my funds transfer request due to circumstances beyond UNITED BANK's reasonable control, including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of my funds transfer request to the financial institution or execution of such request by the financial institution, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary financial institution or beneficiary financial institution. UNITED BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE FAILURE OF ANY INTERMEDIARY FINANCIAL INSTITUTION OR BENEFICIARY FINANCIAL INSTITUTION TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

**Unauthorized External Transfers** - I understand that if I think that someone else has learned my access credentials for UNITED BANK's Online Banking Service or an unauthorized External Transfer or other type of online transaction has been made from one of my accounts, I must notify you immediately by telephone at 616.559.7000 or 800.968.1990 or, if I am unable to telephone you, in writing to:

UNITED BANK

900 EAST PARIS AVE SE

GRAND RAPIDS, MI 49546

Attention: Deposit Operations Support Department

By providing such prompt notice, I may limit my personal liability for unauthorized transfers.

**Means of Transfer** - I understand that UNITED BANK uses the ACH Network. I agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network, NACHA and Federal Reserve System.

**Currency of Funds Transfer** - The External Transfer service is available for funds transfers to Verified Accounts in the United States only and is made in U.S. dollars only.

**No Unlawful or Prohibited Use** - As a condition of using the External Transfer service, I warrant to UNITED BANK that I will not use the External Transfer service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. I further warrant and represent that I will not use the External Transfer service in any manner that could damage, disable, overburden, or impair the External Transfer service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the External Transfer service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

**Service Changes and Discontinuation** - UNITED BANK may modify or discontinue the External Transfer service, with or without notice, without liability to me at any time. You reserve the right, subject to applicable law and regulation, to terminate my right to use the External Transfer service at any time and for any reason, including, without limitation, if UNITED BANK, in its sole judgment, believes I have engaged in conduct or activities that violate any of the terms of this Agreement or, if I provide you with false or misleading information or interfere with other users or in the administration of the External Transfer service.

**Indemnity** - In consideration of the Agreement by UNITED BANK to act upon my request to make an External Transfer in the manner provided in this Agreement, I agree to indemnify and hold UNITED BANK, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of your acting upon External Transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify UNITED BANK against its gross negligence, bad faith, or willful misconduct.

**Claims; Limitation of Liability; No Warranty** - I agree that within thirty (30) days of the External Transfer, I will tell you of any errors, delays, or other problems related to my request. If my funds transfer request is delayed or erroneously executed as a result of UNITED BANK's error, UNITED BANK's sole obligation to me is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by UNITED BANK shall be at UNITED BANK's published savings account rate in effect on the account from which the funds transfer was made. In any event, if I fail to notify you of any claim concerning my funds transfer within sixty (60) days of the External Transfer any claim by me shall be barred under applicable law. I AGREE THAT UNITED BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) MY GRANTING YOU AUTHORITY TO VERIFY A THIRD PARTY ACCOUNT; (2) YOUR DEBIT AND/OR CREDIT OF A VERIFIED ACCOUNT OR YOUR INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH MY EXTERNAL TRANSFER INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER

FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD PARTY ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT. IN NO EVENT SHALL UNITED BANK BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH MY EXTERNAL TRANSFER REQUEST.

EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, UNITED BANK, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. UNITED BANK MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EXTERNAL SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE EXTERNAL SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY UNITED BANK FROM ANY FINANCIAL INSTITUTION HOLDING ANY VERIFIED ACCOUNT OR THAT THE EXTERNAL SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

**Amendments** - I agree that you reserve the right to change the terms and conditions of this Agreement as required by law or policy. Unless otherwise required by law, you may amend this Agreement without prior notice to me. If you choose to notify me of an amendment or are required to do so by law, you may ask me to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to me at the last address or e-mail you have on file for me.

**Governing Law** - This Agreement shall be governed by the laws of Michigan.

### **Consent and Agreement**

By clicking on the "I Agree" button below, I agree to be bound by the terms and conditions contained therein. Because enrollment for the External Transfer service can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. UNITED BANK reserves the right to provide information and notices about the External Transfer service to me by non-electronic means.

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