

**Please read the Online Access Agreement & Electronic Fund Transfer Act Disclosure, External Transfer User Agreement and Mobile Deposit Disclosure and click the Accept button.**

## **United Bank Online Access Agreement & Electronic Fund Transfer Act Disclosure**

**Agreement** — This Agreement is a contract which establishes the rules which cover your electronic access to your accounts at United Bank through our Online Banking System. By using Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your United Bank accounts as well as your other agreements with United Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Michigan (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and United Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and United Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

**Definitions** — As used in this Agreement, the words "we," "our," "us," and "BANK" mean United Bank. "You" and "your" refer to the accountholder authorized by United Bank to use Online Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. "Account" or "accounts" means your accounts at United Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your United Bank accounts using Online Banking including bill payments. "Online Banking Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included.

**Access** — To use Online Banking, you must have at least one account at United Bank, access to Internet service, and an e-mail address. Once we have received your Enrollment Form, verified your account information, and you have acknowledged receipt of this Agreement, we will provide you with initial access. You will be required to choose a Username and password with your initial access. Online Banking can be used to access only the United Bank accounts which are owned by you. Access to your accounts through Online Banking will be based upon the identification and use of Username's, passwords, and account ownership as specified on the account being accessed. We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the accountholder.

**Online Banking Services** — You can use Online Banking to check the balance of your United Bank accounts, view United Bank account histories, transfer funds between your United Bank accounts, order checks, make stop payment requests, change your email address, and pay bills from your United Bank accounts in the amounts and on the dates you request if you have requested the Bill Payment Service.

**Hours of Access** — You can use Online Banking seven days a week, twenty-four hours a day, although some or all Online Banking services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Online Banking web site.

**Your Password** — For security purposes, you are required to change your password upon your initial login to Online Banking. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking, you must contact us to have your password reset or to obtain a new temporary password.

We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

**Security** — You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your paper statement for each of your United Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Online Banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or e-mail transmitted to and from us, will not be monitored or read by others.

**Fees and Charges** — You agree to pay the fees and charges for your use of Online Banking Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the United Bank checking account you designate when you sign up for Online Banking. If you close your designated Checking Account, you must contact us immediately to designate another Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

**Posting of Transfers** — Transfers initiated through Online Banking before 6:00 p.m. (Eastern Standard Time) on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. (Eastern Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. Online Banking identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the Transaction postings screens in both the Transfer and Bill Payer menu options of Online may not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

**Overdrafts (Order of Payments, Transfers, and other Withdrawals)** — If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- a. a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b. b. Electronic fund transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled;
- c. c. In the event the electronic fund transfers initiated through Online Banking which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

**Limits on Amounts and Frequency of Online Banking Transactions** — The number of transfers from United Bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Stop-Payment Requests** — Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment which has been paid electronically. You may be able to stop an Online Banking bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and any other required information.

You may initiate stop-payment requests online via Online Banking only for paper checks you have written (non-electronically) on your United Bank accounts (not United Bank bill payer paper drafts.) Online stop-payment requests are processed at 9:00 a.m. on the business day following the date the stop-payment has been requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check.

If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of a paper writing and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. Stop-payment charges for Online Banking bill payment paper drafts will be assessed in addition to the stop-payment charges for the applicable account.

**Disclosure of Account Information and Transfers** — You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to Online Banking. You agree and hereby authorize all of these transfers of information.

**Periodic Statements** — You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic paper statements for your United Bank accounts.

**Change in Terms** — We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will

post any required notice of the change in terms on the United Bank web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject Online Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments** - Contact us as soon as you can, if you think your paper statement is wrong, or if you need more information about a transfer listed on your paper statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared. When you contact us:

1. 1. Tell us your name and account number.
2. 2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
3. 3. Tell us the dollar amount of the suspected error.
4. 4. If the suspected error relates to a bill payment made via the Online Banking Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Transaction Posting Screen.)

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within 10 business days, we may not provisionally credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

**Our Liability for Failure to Make a Transfer** — If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

1. 1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. 2. If a legal order directs us to prohibit withdrawals from the account.
3. 3. If your account is closed, or if it has been frozen.
4. 4. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. 5. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
6. 6. If any electronic terminal, telecommunication device, or any part of the Online Banking electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
7. 7. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
8. 8. If you have not properly followed the on-screen instructions for using Online Banking.

9. 9. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

**Your Liability for Unauthorized Transfers** — CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

**Disclaimer of Warranty and Limitation of Liability** — We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking Services provided to you under this Agreement. We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of United Bank and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

**Your Right to Terminate** — You may cancel your Online Banking service at any time by providing us with written notice by postal mail or fax. Your access to Online Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Our Right to Terminate** — You agree that we can terminate or limit your access to Online Banking Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your United Bank accounts. Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon reasonable notice, for any other reason in our sole discretion.

**Communications between United Bank and You** — Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail — [Click here](#) to contact us by e-mail, United Bank's main email address. (Please note that banking transactions through Online Banking are not made via e-mail.)

Telephone — You can contact us by telephone at 1-616-559-7000 or 1-800-968-1990

Facsimile — You can contact us by fax at 1-616-559-4631

Postal Mail — You can write to us at:

United Bank of Michigan  
900 East Paris Ave. SE  
Grand Rapids, MI 49546

In Person — You may visit us in person at any one of our locations listed in our website.

**Consent to Electronic Delivery of Notices** — You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Online Banking web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

## 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.

# United Bank Mobile Deposit Agreement

This agreement sets forth the terms and conditions under which you may from time to time deposit checks into your United Bank account(s). These terms and conditions affect your rights and you should read them carefully.

Financial Institution and Individual agree as follows:

## 1. Background.

Financial Institution offers the Mobile Deposit Program ("Program") for the electronic clearing of checks, which enables Individual to convert checks to electronic items and to transmit those items electronically for deposit into Individual's Account at Financial Institution. Individual desires to use the Program to electronically transmit and process checks for deposit and collection purposes.

## 2. Definitions.

Capitalized terms used in this Agreement shall have the meanings indicated herein (including in Exhibit A).

## 3. Services.

Financial Institution shall provide to Individual the Services described in this Agreement to enable Individual to use the Program to convert Checks to Electronic Items for the processing of such Checks electronically. Individual and Financial Institution shall comply with the terms and provisions of Exhibit B with respect to performance of the Services.

## 4. License.

Subject to the terms and conditions of this Agreement, Financial Institution hereby grants Individual a non-exclusive, non-transferable license to: (i) use the Software for those portions of the Program selected by Individual, solely for processing Checks in connection with Individual's own personal or business operations, in accordance with the Documentation; and (ii) copy and use the Documentation solely to support Individual's authorized use of the Software. Individual agrees to abide by the provisions of Exhibit C with respect to the Software and Documentation.

## 5. Individual Obligations.

5.1 Individual represents and warrants that with respect to each Check processed by Individual hereunder and the corresponding Electronic Item: (i) the Electronic Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Individual converted the Check to an Electronic Item; (ii) the Electronic Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; and (iii) all transfer and presentment warranties made under applicable law and the Account Agreement. If Individual captures a digital image of a previously truncated and reconverted Substitute Check for processing, Individual shall ensure that such Substitute Check meets the requirements for legal equivalency under Regulation CC and the identifications of previous truncating and reconverts Financial Institution(s) (as such terms are defined in Regulation CC) are preserved. Individual may be subject to restrictions such as per item dollar limits, aggregate dollar volume limits, or other limits as set by the Financial Institution.

5.2 Your financial institution maintains the security and integrity of its servers, software and network connections. However, any computer you use to connect to our system(s) must be seen as an integral

part of the overall security of Mobile Deposit. It is strongly recommended that you purchase and maintain commercial Anti-Virus and Malware protection for any computer that will be used to scan and transmit check images. The security of computers owned and controlled by you is your responsibility. Any damages or claims arising from inadequate security of computers and/or network equipment or software owned or operated by you is solely your responsibility.

## **6. Fees.**

Individual will pay Financial Institution the license and service fees as set forth in Financial Institution's schedule of fees. Financial Institution reserves the right to change fees from time to time upon 30 days prior written notice. Individual shall be responsible for and pay all sales and other taxes applicable to this Agreement and imposed by any governmental authority, including without limitation any sales, use, and other taxes associated with the Program or Supported Devices. Financial Institution may charge to the Account all fees and taxes imposed on Financial Institution that are the responsibility of Individual.

## **7. Term and Termination.**

7.1 The term of this Agreement shall commence upon execution hereof and shall continue thereafter until terminated as follows: (i) by either party upon 30 days written notice to the other party, for any reason; (ii) by Financial Institution upon 10 days written notice to Individual for Individual's failure to pay Financial Institution any amount due to Financial Institution under this Agreement if such breach is not cured within such 10 day period; or (iii) by Financial Institution immediately with written notice to Individual if Financial Institution discovers any willful misconduct (including bad checks or fraudulent activities) on the part of Individual or any other party with respect to Checks or Electronic Items processed by Individual.

7.2 Any termination will not affect obligations arising prior to termination, such as the obligation to process any Checks and Electronic Items, including returned Electronic Items that were in the process of being transmitted or collected prior to the termination date. Within 30 days after termination of this Agreement, Individual will return or destroy all copies of the Documentation in its possession or under its control. In addition, Individual will keep its Account at Financial Institution open until the later of (i) 60 days after the date of termination, or (ii) final payment with respect to all processing fees, and will keep in such Account an amount sufficient to cover any remaining outstanding checks. If any such outstanding checks or returned items exceed the amount in the Account, Individual will pay such excess to Financial Institution upon demand. Individual will also continue to retain Checks and forward Checks to Financial Institution as provided in Exhibit B of this Agreement. Individual agrees not to develop a product substantially similar to the Program during the term hereof or within three years after termination of this Agreement.

7.3 All Sections of this Agreement which are intended by their terms to survive termination of this Agreement, including without limitation Sections 5, 7, 8, 9, 10, 11, 13, 14, 16, 18 and 21, will survive any termination of this Agreement.

## **8. Confidential Information.**

Financial Institution acknowledges that it may obtain or have access to non-public personal information regarding Individual and its Payors, and agrees to (i) maintain the confidentiality, integrity and security of such information, (ii) use such information only for the purposes set forth in this Agreement and the Account Agreement, including without limitation for the performance of its obligations and exercise of its rights hereunder, (iii) disclose such information only to its employees, agents, auditors, accountants, attorneys and regulators, and only as necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted by law, and (iv) maintain physical, technical, procedural and administrative controls and safeguards reasonably designed (taking into account the nature and circumstances of Financial Institution's business) to ensure the security, integrity and confidentiality of such information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, such information.

## **9. Individual Indemnity.**

Individual will indemnify and hold harmless Financial Institution, its licensors and providers of the Services, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses resulting from (i) the wrongful acts or omissions of Individual, or any person acting on Individual's behalf, arising in connection with Individual's use of the Program or processing of Checks hereunder, including without limitation (a) a breach by Individual of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of Individual, its Payors, or any third party on behalf of Individual, (c) any modifications or changes to the Software made by Individual or any third party within the control or on behalf of Individual, (d) any misuse of the Program by Individual or any third party within the control or on behalf of Individual, (e) any misuse of non-public confidential information including improper use of confidential information, or improper methods of storage or disposal of original checks (f) the failure by Individual to comply with applicable state and federal laws and regulations; (ii) any act or omission of Financial Institution that is in accordance with this Agreement or instructions from Individual; (iii) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of an Electronic Item to Financial Institution; or (iv) any claim by any recipient of a Substitute Check corresponding to a Check processed by Individual hereunder, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check.

## **10. Financial Institution's Liability.**

10.1 Financial Institution will not be liable for any of the following, unless liability or loss is a result of Financial Institution's breach of this Agreement or the gross negligence or willful misconduct of Financial Institution or its employees or agents: (i) any damages, costs or other consequences caused by or related to Financial Institution's actions that are based on information or instructions that Individual provides to Financial Institution; (ii) any unauthorized actions initiated or caused by Individual or its employees or agents; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom Financial Institution has delegated the performance of specific obligations provided in this Agreement; (iv) any refusal of a Payor Financial Institution to pay an Electronic Item or Substitute Check for any reason (other than the breach of contract, negligence or willful misconduct of Financial Institution), including without limitation that the Check, Electronic Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) any other party's lack of access to the Internet or inability to transmit or receive data; (vi) failures or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems, or (vii) any of the matters described in Section 9 above.

10.2 Financial Institution's liability for errors or omissions with respect to the data transmitted or printed by Financial Institution will be limited to correcting the errors or omissions. Correction will be limited to reprinting and/or representing Substitute Checks or Electronic Items to the Payor Financial Institution.

10.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FINANCIAL INSTITUTION'S AGGREGATE LIABILITY TO INDIVIDUAL FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH, NEGLIGENCE, INFRINGEMENT, IN TORT OR OTHERWISE, AND ARISING DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY INDIVIDUAL TO FINANCIAL INSTITUTION FOR SUCH TWELVE MONTH PERIOD.

10.4 IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS OR LOSS OF ANY OPPORTUNITY OR GOOD WILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.5 FINANCIAL INSTITUTION AND INDIVIDUAL ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE A BARGAINED FOR ALLOCATION OF RISK AND LIABILITY, AND AGREE TO RESPECT SUCH ALLOCATION OF RISK AND LIABILITY. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER PARTY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION.

#### **11. Disclaimer.**

FINANCIAL INSTITUTION'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND INDIVIDUAL'S RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. THE SOFTWARE IS PROVIDED BY FINANCIAL INSTITUTION AND IT'S LICENSORS "AS IS". FINANCIAL INSTITUTION, ITS INDIVIDUAL AND LICENSORS HEREBY WAIVE AND RELEASE FINANCIAL INSTITUTION AND ITS LICENSORS AND THEIR RESPECTIVE OWNERS, OFFICERS, AND EMPLOYEES FROM ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS, AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, SUPPORTED DEVICES AND ANY AND ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION:

(i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (iii) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND (iv) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER FINANCIAL INSTITUTION NOR ITS LICENSORS WARRANT THAT OPERATION OF THE SOFTWARE OR THE SUPPORTED DEVICES WILL BE ERROR-FREE OR UNINTERRUPTED.

#### **12. Amendments.**

Financial Institution may (i) amend the provisions of this Agreement that govern the procedures and functions of the Program, and any such amendment will become effective (a) 30 days after Individual's receipt of notification, (b) upon such later date as may be specified in such notification, or (c) at such earlier date as Financial Institution may reasonably require if such amendment is necessary or advisable in connection with statutory or regulatory changes or to protect the integrity, security or operability of the Program; and (ii) amend this Agreement as otherwise provided herein. No other amendment to this Agreement shall be effective until signed by both parties to this Agreement.

#### **13. Applicable Law and Jurisdiction.**

This Agreement will be governed by and construed in accordance with the laws of the state indicated in the Account Agreement, excluding its conflict of law principals. The parties shall submit to venue in and jurisdiction of the courts as provided in the Account Agreement.

#### **14. Arbitration.**

Any dispute, controversy or claim arising out of or based upon the terms of this Agreement or the transactions contemplated hereby shall be resolved by arbitration pursuant to the terms of the Account Agreement; provided, however, that any dispute, controversy or claim relating to intellectual property rights with respect to the Software or Documentation shall not be subject to resolution by arbitration.

#### **15. Assignment.**

Neither party may assign its rights nor delegate its duties under this Agreement without the other party's prior written consent, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Financial Institution may assign this Agreement to an affiliate or subsidiary without Individual's prior consent, provided that Financial Institution remains primarily liable for the performance of its obligations under this Agreement. Any attempted assignment or delegation without the required consent will be void.

#### **16. Attorney's Fees.**

If any action is brought by either party against the other regarding the subject matter of this Agreement, including any court action or arbitration proceeding, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorneys' fees, court costs, expert witness fees and other expenses of action.

#### **17. Compliance with Laws.**

Each party will comply with all applicable federal, state and local laws and regulations with respect to this Agreement and such party's activities covered by or related to this Agreement.

#### **18. Construction and Interpretation.**

Section headings used herein are for the convenience of reference only, and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be deemed to have been drafted by both parties, and in the event of dispute, no party shall be entitled to claim that any provision hereof should be construed against the other party by reason of the fact that it was drafted by any particular party. The failure of either party to enforce any rights granted under this Agreement or to take action against the other party in the event of any breach shall not be considered a waiver of that right or breach unless the waiver has been reduced to writing and signed by the waiving party. If a party effectively waives a right or breach, that waiver will not constitute a waiver of any other right or breach or of a subsequent breach of the same obligation. If any provision of this Agreement is held invalid, illegal or unenforceable in any particular jurisdiction or circumstance, the remaining provisions of this Agreement shall remain valid and enforceable in such jurisdiction or circumstance, and such provision shall remain valid and enforceable in any other jurisdiction or circumstance.

#### **19. Entire Agreement.**

This Agreement supplements the terms of the Account Agreement. This Agreement, the Exhibits and Schedules to this Agreement (as may be amended from time to time), and the Account Agreement constitute the entire agreement between Individual and Financial Institution with respect to the subject matter hereof, supersede any prior agreements between Financial Institution and Individual with respect to the subject matter hereof, and shall be binding upon Financial Institution, Individual and their respective successors and permissible assigns. In the event of any inconsistency between this Agreement and the Documentation or any Account Agreement, this Agreement will govern.

#### **20. Force Majeure.**

Except for the obligation to make payments, nonperformance by either party will be excused to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

#### **21. Injunctive Relief.**



Notwithstanding Section 14 of this Agreement, each party acknowledges that its violation of Sections 4, 8 or 17 of this Agreement may cause irreparable injury to the other party, and agrees that the other party shall be entitled to seek temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.

## **22. Notices.**

All notices permitted or required under this Agreement will be in writing and will be deemed given upon actual delivery. Any notice will be addressed to the party as follows:

If to Financial Institution:

UNITED BANK  
900 EAST PARIS AVE SE  
GRAND RAPIDS MI 49546

Phone Number: 616-559-7000

Fax Number: 616-559-4631

## **23. Relationship Between Parties.**

This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the parties, and the parties will at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

## **24. Security Interest.**

Individual grants Financial Institution a security interest in the Account, including any present and future principal and interest, as collateral security for the Performance of Individual hereunder.

## **25. Third-Party Beneficiaries.**

This Agreement is for the sole and exclusive benefit of Financial Institution and Individual and is not intended to benefit any third party, except Financial Institution's licensors. Individual and Financial Institution acknowledge and agree that any party that licenses the Software to Financial Institution, directly or indirectly through one or more sub-licensees, is a third party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

## **EXHIBIT A**

### **DEFINITIONS**

#### Account

means Individual's account at Financial Institution into which Checks transmitted electronically will be deposited.

#### Account Agreement

with respect to any Account means Financial Institution's standard deposit agreements and disclosures governing the Account, as they may be amended from time to time.

#### Check

means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to Individual, and includes Original Checks and Substitute Checks. Such term does not include Non-cash Items or items payable in a medium other than United States money. [Note: Financial Institution's processing of items that do not meet this definition shall neither constitute a waiver by Financial Institution nor obligate it to process nonconforming items in the future. Financial Institution may discontinue processing of nonconforming items at any time, without cause or prior notice.]

#### Documentation

means all documentation, manuals, tutorials and instructions relating to the Program or the Supported Devices, which Financial Institution provides to Individual from time-to-time pursuant to this Agreement, including without limitation documentation regarding use of the Software.

#### Electronic Item

means a digitized image of a Check, an Image Exchange Item, or any other electronic version of a Check or other electronic item [such as items processed through the automated clearinghouse (ACH) system] approved by Financial Institution for processing through the Program.

#### Image Exchange Item

means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

#### Non-cash Item

means an item that would otherwise be a Check, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except a Check that qualifies for handling by automated check processing equipment; or (iv) it has not been pre-printed or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.

#### Original Check

means the first paper Check issued with respect to a particular payment transaction.

#### Payor Financial Institution

means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.

#### Program

means collectively the procedures, protocols, and software used by Financial Institution and its licensors and contractors in connection with the electronic processing of Checks, and includes without limitation the Software and the Services.

#### Regulation CC

means 12 C.F.R. Part 229, as it may be amended from time to time.

#### Services

means the services (as described in Exhibit B) to be provided by Financial Institution, or an agent or designee of Financial Institution, to enable Individual to process Checks digitally and through Substitute Checks.

#### Software

means that portion of the software developed, licensed and/or provided by Financial Institution and its licensors for operation of the Program, that Financial Institution delivers or provides to Individual hereunder.

#### Substitute Check

means a paper reproduction of a Check that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

#### Supported Devices

includes mobile devices that are compatible with the Software. Mobile devices that are not specifically recommended by the Financial Institution are not guaranteed to be compatible with the Software.

#### United States Financial Institution

means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

## **EXHIBIT B**

### **SERVICE TERMS AND CONDITIONS**

#### **1. Financial Institution's Responsibilities.**

1.1 Financial Institution will deliver to Individual, or otherwise provide access to, the Software.

1.2 Financial Institution will provide maintenance and support for the Software as reasonably necessary to permit Individual's processing of Checks through the Program. Such maintenance and support shall include (i) corrections, work arounds, and bug fixes, (ii) such modifications, enhancements and updates as Financial Institution elects to make generally available to its Individuals without additional license fees, and (iii) telephone support to Individual during Financial Institution's regular business hours.

1.3 Financial Institution will accept for deposit to the designated Account digitized images of Checks that are transmitted to Financial Institution in compliance with this Agreement. Digitized images shall be deemed received upon successful receipt of the transmission of such images that are complete, usable, and adhere to the data specifications set forth in the Documentation. If the digitized images are not complete, are not useable, or do not adhere to such data specifications, the images may not be processed by Financial Institution or its agents, in which event Individual's deposit will be adjusted and notification will be provided.

1.4 Individual's digitized images will be processed after Financial Institution has received Individual's transmission of the digitized images. Financial Institution will use commercially reasonable efforts to present Image Exchange Items and Substitute Checks for collection. Unless Financial Institution notifies individual otherwise, Financial Institution will provide next day availability to the Account for all items transmitted by Individual and received by Financial Institution in accordance with the requirements of this Agreement and the Documentation, and within the timelines established by Financial Institution.

1.5 If a Payor Financial Institution returns an item to Financial Institution, Financial Institution will charge the Account for such returned item, and may either (i) return the item to Individual, or (ii) re-present it to the Payor Financial Institution before returning it to Individual. Items may be returned as Image Exchange Items, rather than Substitute Checks, as agreed by the parties. If a Payor Financial Institution or other third party makes a claim against Financial Institution or seeks a recredit with respect to any Check processed hereunder, Financial Institution may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.

1.6 Expedited Recredit. For expedited recredit claim procedures and limitations refer to the Check Clearing for the 21st Century Act, as well as Subpart D Sections 229.54 – 229.55 of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A.

1.7 Financial Institution may suspend immediately the Services or the processing of any Check or corresponding Electronic Item if Financial Institution has reason to believe that there has been a breach in the security of the Program, fraud involving Individual's Account or such Check, or any uncertainty as to the authorization or accuracy of Electronic Items. Financial Institution reserves the right at any time to process Electronic Items on a collection basis.

## **2. Individual Responsibilities.**

2.1 Individual will maintain an Account at Financial Institution for the receipt of deposits of digitized images of Checks, in accordance with applicable Account Agreement.

2.2 Individual may use only Supported Devices. Individual understands that neither the Financial Institution nor Fiserv, Inc. guarantee that Individual's Hardware and Software will be compatible with the Service. Unless otherwise provided in an addendum to this Agreement or in a separate agreement, Individual, and not Financial Institution, shall be responsible for ordering, obtaining and maintaining all Supported Devices.

2.3 Individual will use the Supported Devices and the Software, including the entering, processing and transmittal of items, in accordance with the Documentation. Without limiting the foregoing, Individual will comply with all security procedures described in the Documentation, and will not bypass, override or disable any security mechanisms in the Supported Devices or Software.

2.4 If there is an interruption to the service for any reason, Individual must notify the Financial Institution and issue deposits to the Financial Institution using traditional means (deliver deposits to a branch, an authorized depository drop box, or through the U.S. Postal Service) until the service is restored.

2.5 Individual will ensure the Supported Devices is operating properly, and inspect and verify the quality of images and that the digitized images of Checks are legible for all posting and clearing purposes.

2.6 Individual will ensure that no Financial Institution (depository, collecting or payor), drawee, drawer or endorser with respect to a Check processed by Individual will receive presentment or return of, or otherwise be charged for, the Check (including the Original Check or Substitute Check), corresponding Electronic Item, and/or other paper or electronic representation of the Check such that such person will be asked to make payment based on an item that it already has paid.

2.7 Individual will retain each Check for a reasonable period of time, but in no event fewer than 45 days after such Check has been digitized and processed. Individual will promptly provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Financial Institution as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. Individual will use a commercially reasonable method approved by Financial Institution to destroy Checks after the Individual's retention period has expired. Deposited checks with suspect image quality, especially those with large dollar amounts, should be retained for a longer period of time up to three (3) years, as determined by the Individual.

2.8 Individual agrees to comply with requests for periodic audits as deemed necessary by the Financial Institution. This may be in the form of a request to complete an updated survey or access to an on-site audit performed by the Financial Institution or an affiliated third party. Individual also agrees to provide the Financial Institution with any significant changes to users, activity, security, and policies related to the use of Mobile Deposit.

## **EXHIBIT C**

### **INTELLECTUAL PROPERTY PROVISIONS**

#### **1. Protection and Security of Software and Documentation.**

1.1 Individual will establish reasonable precautions and use commercially reasonable efforts, no less rigorous than those Individual uses to protect its own confidential information to protect and maintain the confidentiality and security of the Software and the Documentation. Without limiting the generality of the foregoing, Individual will use reasonable measures to protect the Software and Documentation from unauthorized copying, dissemination, disclosure or other unauthorized use.

1.2 Individual will not, and will not permit any third party to, (i) copy or use the Software or Documentation except as expressly authorized by this Agreement (including this Schedule); (ii) sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make available the Software to others; (iii) use the Software or Documentation for third-party training, commercial time-sharing or service bureau use; or (iv) alter, change, modify or otherwise create derivative works of the Software or Documentation.

1.3 Individual will not, and will not permit any third party to, reverse engineer, disassemble or decompile any Software, except to the extent expressly permitted by applicable law. If Individual intends or begins to take any such action based on any applicable law, Individual shall notify Financial Institution and Financial Institution shall have the right to immediately terminate this Agreement and/or the license to the Software upon notice to Individual.

1.4 Individual will maintain a complete and accurate list of all locations where Individual uses the Software, and make such list available to Financial Institution upon Financial Institution's request.

## **2. Ownership of Intellectual Property.**

2.1 Individual acknowledges and agrees that all right, title and interest in and to the Software and the Documentation, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the Software and the Documentation, (i) are and shall remain owned exclusively throughout the universe by Financial Institution and its licensors, (ii) represent or contain valuable rights of Financial Institution and its licensors, and (iii) are protected under United States patent, copyright, trademark and trade secret laws of general applicability. This Agreement does not create in Individual any rights to, and does not constitute an assignment of any rights of Financial Institution or its licensors in and to, any copyrights, trade secrets, patents, or other intellectual property rights of Financial Institution or such licensors. Other than the license set forth above in this Schedule, no other license or interest in the Software or Documentation, either expressed or implied, is granted under this Agreement.

2.2 Individual will not at any time, either directly or indirectly, (i) put to issue the scope, validity or ownership of Financial Institution's or its licensors' intellectual property rights in the Software and Documentation; (ii) do any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights, or (iii) assert any ownership rights to the Software or Documentation. Individual acknowledges and agrees that this Agreement does not grant or convey to Individual (i) an interest in or to the Software or Documentation, but only a limited right of use, revocable in accordance with the terms hereof; or (ii) any right, title, interest or license in or to any trademark of Financial Institution or its licensors.

2.3 Individual hereby assigns to Financial Institution and/or its licensors, as directed by Financial Institution, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which Individual may now have or which it may acquire at any time in the future, to the Software or the intellectual property rights to the Software, and any other computer code using any of the Software.

2.4 Individual shall not remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in the Software, Documentation or any packaging, and shall include on any copy of the Software or Documentation any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.

2.5 Individual will (i) cooperate with Financial Institution and its licensors to protect the Software, including in connection with any lawsuits or disputes involving the Software; (ii) promptly notify Financial Institution and provide to it relevant background and other facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the Software; and (iii) in the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the Software by others, (a) grant to Financial Institution and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding, and (b) agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration awards, judgments, or other consideration in any form.

## **3. Termination.**

Individual acknowledges and agrees that its license to the Software and Documentation will terminate upon the earlier to occur of (i) termination of this Agreement, or (ii) termination of Financial Institution's license to the Software and Documentation.

#### **4. Limitation on Liability.**

FINANCIAL INSTITUTION'S LICENSORS SHALL HAVE NO LIABILITY OF ANY NATURE TO INDIVIDUAL, OR ANY THIRD PARTY, FOR DAMAGES, LIABILITIES OR CLAIMS, WHETHER IN CONTRACT, TORT, FOR NEGLIGENCE, INFRINGEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, DAMAGES, LIABILITIES OR CLAIMS ARISING FROM OR UNDER THIS AGREEMENT, ERROR IN THE SOFTWARE, OR FOR ANY INJURY, DAMAGE OR LOSS RESULTING FROM SUCH ERROR, OR FROM ANY USE OF THE SOFTWARE. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL SUCH LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS OR LOSS OF ANY OPPORTUNITY OR GOOD WILL, EVEN IF SUCH LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH.

#### **5. Compliance with Law.**

Individual shall not export, re-export or otherwise transfer, directly or indirectly, the Software or any portion thereof to any location outside the United States without first complying with all applicable foreign and United States federal, state and local laws, rules, regulations or controls (including without limitation those regarding import, export, marketing, distribution or use of software programs).

#### **6. Assignment.**

Individual may not assign the license granted hereunder to any party whatsoever, except in connection with an assignment of the entire Agreement, subject to the terms of the Agreement. Any attempted assignment of the license in violation of this Section shall be void.

#### **7. Further Assurances.**

Individual will, at its expense, promptly execute and deliver such further documents and take any and all other actions reasonably requested by Financial Institution from time to time, for the purpose of fully effectuating the intent and purposes of this Schedule, and to protect the interests of Financial Institution, its licensors, and their respective successors and assignees.

#### **8. Injunctive Relief.**

Individual acknowledges that violation of its commitments regarding the Software, as outlined in Sections 2.4, 2.5 and 6 of this Schedule, may cause irreparable injury to Financial Institution and/or its licensors, and agrees that Financial Institution shall be entitled to seek and obtain temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.

#### **9. Survival.**

Individual agrees that the provisions of Sections 2, 4, 5, 7, 8, and 9 of this Schedule shall survive termination of the license granted hereunder and the termination of this Agreement.

For assistance please contact Financial Institution at 616-559-7000 or 800-968-1990.

## EXHIBIT D

### DISPOSAL AND STORAGE OF CONSUMER INFORMATION AND RECORDS

#### Sections:

1. Definitions.
2. Purpose and scope.
3. Proper disposal of Consumer Information.
4. Proper storage of Consumer Information.
5. Relation to other laws.
6. Effective date.

#### 1. Definitions:

(a) In General. Except as modified by this part or unless the context otherwise requires, the terms used in this part have the same meaning as set forth in the Fair Credit Reporting Act, 15 U.S.C. 1681, et seq.

(b) "Consumer Information" means any record about an individual, whether in paper, electronic, or other form, that is derived from a consumer report. Consumer Information also means a compilation of such records. Consumer Information does not include information that does not identify individuals, such as aggregate information or blind data.

(c) "Dispose," "disposing," or "disposal" means:

- (1) the discarding or abandonment of Consumer Information, or
- (2) the sale, donation, or transfer of any medium, including mobile devices, upon which Consumer Information is stored.

#### 2. Purpose and scope:

(a) Purpose. This part ("rule") implements section 216 of the Fair and Accurate Credit Transactions Act of 2003, which is designed to reduce the risk of consumer fraud and related harms, including identity theft, created by improper disposal of Consumer Information.

(b) Scope. This rule applies to any person over whom the Federal Trade Commission has jurisdiction that, for a business purpose, maintains or otherwise possesses Consumer Information.

#### 3. Proper disposal of Consumer Information:

(a) Standard. Any person who maintains or otherwise possesses Consumer Information for a business or other purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal.



(b) Examples. Reasonable measures to protect against unauthorized access to or use of Consumer Information in connection with its disposal include the following examples. These examples are illustrative only and are not exclusive or exhaustive methods for complying with this rule.

(1) Implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing Consumer Information so that the information cannot practicably be read or reconstructed.

(2) Implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing Consumer Information so that the information cannot practicably be read or reconstructed.

(3) After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as Consumer Information, in a manner consistent with this rule. In this context, due diligence could include reviewing an independent audit of the disposal company's operations and/or its compliance with this rule, obtaining information about the disposal company from several references or other reliable sources, requiring that the disposal company be certified by a recognized trade association or similar third party, reviewing and evaluating the disposal company's information security policies or procedures, or taking other appropriate measures to determine the competency and integrity of the potential disposal company.

(4) For persons or entities who maintain or otherwise possess Consumer Information through their provision of services directly to a person subject to this part, implementing and monitoring compliance with policies and procedures that protect against unauthorized or unintentional disposal of Consumer Information, and disposing of such information in accordance with examples (1) and (2) above.

(5) For persons subject to the Gramm-Leach-Bliley Act, 15 U.S.C. 6081 et seq., and the Federal Trade Commission's Standards for Safeguarding Individual Information, 16 CFR Part 314 ("Safeguards Rule"), incorporating the proper disposal of Consumer Information as required by this rule into the information security program required by the Safeguards Rule.

#### **4. Proper storage of Consumer Information:**

Any person who maintains or otherwise possesses Consumer Information for a business or other purpose must provide secure storage of the information until such a time that the information is properly destroyed. Reasonable measures must be taken to protect against unauthorized access of all stored checks and confidential information through the constant use of locked file cabinet, safe, lockbox, or other form of secure storage.

#### **5. Relation to other laws:**

Nothing in this rule shall be construed:

(a) to require a person to maintain or destroy any record pertaining to a consumer that is not imposed under other law; or

(b) to alter or affect any requirement imposed under any other provision of law to maintain or destroy such a record.

## United Bank Alerts Terms and Conditions

**Alerts.** Your enrollment in United Bank Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your United Bank account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as **scheduled payments made, scheduled payments cancelled and mobile deposits**. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alert menu within United Bank Online Banking and Alert menu within United Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. United Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels (“EndPoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your United Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "STOP" to 96924 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in United Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to 96924 In case of questions please contact customer service at 508-668-1080 Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** United Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service

provider, internet service provider(s) and other factors outside United Bank 's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold United Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.