

## **ELECTRONIC DELIVERY AGREEMENT**

*Effective July 1, 2025*

### **General**

Federal law requires that United Bank of Union (“Bank”) obtain your consent before delivering to you communications (hereafter defined) electronically. By accepting this Electronic Delivery Agreement (this “Agreement”), you have elected to receive communications by electronic delivery as further described herein, subject to the Federal Electronic Signatures in Global and National Commerce Act (the “Act”). You acknowledge and agree that you and we both intend that the Act applies to the fullest extent possible to validate our ability to conduct business with you by electronic means. **YOU SHOULD READ THIS AGREEMENT CAREFULLY AND SAVE IT FOR FUTURE REFERENCE.**

The terms “you”, “your”, and “customer” refer to each person on an account (hereafter defined) who has elected to receive electronic communications (hereafter defined).

The term “account” or “accounts” means your accounts at the Bank.

The term “we”, “us”, and “our” refer to the Bank.

### **Communications**

As used in this Agreement, the term “communications” means and includes, without limitation, all periodic statements, billing statements, authorizations, agreements, disclosures, notices, or other information relating to your accounts, services, or products with us, including, without limitation, information that we are required by law to provide you in writing. All communications shall be in full compliance with all applicable laws and regulations. The term “electronic communications” refers to all communications delivered to you electronically pursuant to this Agreement. All communications from us to you, in either electronic or paper form, will be considered “in writing”.

### **Consent to Receive Electronic Communications**

When you give your consent to receive electronic communications, we may deliver communications to you in electronic form unless we are required by law to deliver such communications to you in paper form.

Without limiting the definition of communications or electronic communications, examples of electronic communications include: account terms and conditions, agreements relating to Bank services or products, notices relating to Bank services or products, fee schedules, notice of fees and changes, responses to your questions, privacy and security notices, account statements, billing statements, and notices relating to your accounts or account activity, transactions, or history, legal or regulatory disclosures, and amendments to any of the foregoing.

You will not electronically receive any communications that we are required by law to deliver to you in paper form. We may, in our sole discretion, deliver to you communications in paper form even if you have consented to receive electronic communications. Electronic communications may change from time to time and we reserve the right to make additional types of communications available to you electronically.

### **Methods of Providing Electronic Communications**

We will use the email address provided by you to send an email notifying you of any electronic communications sent through digital banking as secured messages. You may then log in to our digital banking service at <http://www.ubu.bank> or through the Bank's mobile app to view your electronic communications.

We will use the email address you provide to send an email notifying you of the availability of your electronic communications consisting of documents including, without limitation, account and billing statements (eStatements). You may then log in to our digital banking service at <https://www.ubu.bank> or through the Bank's mobile app to view your electronic communications.

You may change your method of delivery for each account at any time within digital banking.

Within digital banking, you may access or download a portable document format (.pdf) file containing the electronic communication.

### **Retaining Electronic Communications**

You should retain all electronic communications that are important to you just as you would save a copy of an important paper communication. If you have the applicable hardware and software, you may download or print electronic communications from your computer and save copies of electronic communications to your computer hard drive or other media for viewing and printing later.

### **Requesting Paper Copies of Electronic Communications**

We will not send you a paper copy of electronic communications unless you request or we otherwise deem it necessary or appropriate to do so. You may obtain a paper copy of your electronic communications by printing it or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first delivered the communication to you electronically. To request a paper copy, you should contact us as set out below in the section titled "Contact Us." We may, in our sole discretion, charge you a reasonable service charge, for which we have provided you prior notice, for the delivery of paper copies of any electronic communications.

### **Your Responsibilities**

You are responsible for accessing, opening, and reading your electronic communications at your earliest convenience. Such electronic communications may contain important, time sensitive, and legally binding information or disclosures. You are responsible for promptly notifying us if any

documents are incomplete, unreadable, or inaccessible. You agree to immediately notify us of any changes to your contact information.

### **System and Hardware Requirements**

To access, view, and retain electronic communications, you must have access to the following minimum technology:

- Then current version (the version supported by the publisher) of a recommended or supported Internet browser that supports 128 bit SSL Encryption.
- Internet connection.
- A program that accurately reads and displays PDF files (such as Adobe® Acrobat® Reader).
- Active email address.
- Computer and operating system capable of supporting the foregoing requirements.
- Printer if you wish to print electronic communications and retain them in paper form and electronic storage if you wish to retain electronic communications in electronic form.
- A login for Bank's digital banking platform.

We will communicate to you any changes to the above requirements in the same manner that we send other electronic communications to you and in accordance with applicable law. To the maximum extent permitted under applicable law, unless you withdraw your consent to receive electronic communications after receiving notice of such changes, you will be deemed to have accepted such changes. Notwithstanding the foregoing, if any change creates a material risk that you will not be able to access or retain electronic communications, we will require your consent to electronic delivery once again.

### **Change in Terms**

We reserve the right, in our sole discretion, to modify the terms and conditions of this Agreement at any time, or to discontinue the provision of electronic communications and terminate this Agreement. We will notify you of any such change or termination as required by applicable law and may deliver any such notice electronically in the same way we deliver all other electronic communications pursuant to this Agreement.

### **Withdraw of Consent**

You may withdraw your consent to receive electronic communications by contacting us as set out below in the section titled "Contact Us" or visiting us at any one of our locations. Any withdrawal of your consent will be effective 30 days after the date of your notification to us.

Withdrawal of your consent may result in the following: (a) we may terminate your ability to use certain Bank services or products for which your consent to receive electronic communications is required, or (b) if your account type requires the receipt of electronic communications as a feature of the account, we may, in our sole discretion, close your account or change your account to a type that offers communications in paper form.

If electronic communications are no longer available or you withdraw your consent to receive electronic communications, we will provide a paper copy of communications to the mailing address we have on file for you. You are responsible for updating your address on file.

We may charge higher or additional fees for providing communications in paper form. For example, by terminating eStatements, you may be subject to paper statement fees for certain deposit accounts (refer to your Truth in Savings disclosures and our Schedule of Fees).

### **Updating Information**

It is your responsibility to provide us with true, accurate, and complete email addresses and other contact information and to promptly update such information. You may update your information by contacting us as set out below. If you fail to update any such contact information, you agree that we may continue delivering communications electronically to the most recent email address or other contact information we have in our records until such time that you update such information.

### **Equipment Failure**

In the event of equipment failure or email delivery error, you may request a paper copy of your statement at no charge. If your email is returned undeliverable for any reason, we may attempt to contact you to update our records. If we cannot reach you, we may terminate this Agreement and reinstate paper delivery of your communications subject to all applicable fees.

### **Liability**

We do not guarantee the delivery of any electronic communications. We shall have no liability for any losses or damages arising from or relating to the non-delivery, delayed, interrupted, or missed delivery of electronic communications. We make no representations or warranties whatsoever with regards to any third-party service providers' products or services, nor that our electronic delivery of communications will be uninterrupted or error free. You agree that neither we, nor our suppliers, directors, officers, or employees, shall be liable for any technical, hardware, or software failure of any kind, nor for any interruption in the availability of our electronic delivery services or delay in the operation or transmission of such services.

### **Contacting Us**

You may visit us at any of our branch locations, or contact us by:

Phone:	(636) 583-2555
Fax:	(636) 583-0932
Email:	operations@ubu.bank
Mail:	United Bank of Union Operations Department P.O. Box 500 Union, MO 63084

**Consent and Acknowledgement.** By accepting this Agreement: (i) you agree that you have read, understand, and agree with the terms and conditions of this Agreement; (ii) you consent to receive electronic communications and to the use of electronic signatures by you; (iii) you confirm that your computer complies with the hardware and software specifications described herein; (iv) you represent, certify, and warrant to us, and acknowledge that we may provide to you electronic communications in reliance upon such representation, certification and warranty, that you have confirmed your ability to access and view electronic communications by each of the methods used to provide electronic communications to you described herein; (v) you agree that you have provided us with an active and current email address to which we may send to you electronic communications; and (vi) you represent to us that you are authorized to, and that you hereby do, consent on behalf of yourself and all other account owners, authorized signors, and authorized representatives identified in connection with your accounts. If you do not agree to the foregoing, you must not accept this Agreement.