

Digital Banking Access Agreement

Effective July 1, 2025

YOUR COMMUNICATIONS WITH UNITED BANK OF UNION

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- Phone: 636-583-2555 ("Customer Service")
- Email: operations@ubu.bank
- Mailing Address: United Bank of Union, Operations Department, P.O. Box 500, Union, MO 63084
- In-Person: You may visit us at any one of our branch locations.

Within this Agreement, the terms "you", "your", and "Customer" refer to each person on an Account who has enrolled in Digital Banking, and with respect to certain Services, each person who accepts the Enrollment Form for such Services or who is otherwise authorized to use such Services. The term "we", "us", "our", or "Bank" refer to United Bank of Union together, with its successors and assigns. All other capitalized terms used herein shall have the definitions set forth in Schedule A, attached hereto and incorporated herein by this reference.

Introduction.

This Agreement is between you and us and governs your access to and use of Digital Banking, as well as any transactions that you may initiate with or request from us through the Services. You agree to all such terms and conditions when you enroll in, access, or use any Services. Digital Banking permits you to perform a number of banking functions involving your Accounts that are linked to Digital Banking through the use of a Communication Device. This Agreement does not cover transfers you may make through the branch, a telephonic individual voice response system, or through an automated teller machine (ATM).

Your use of Digital Banking is also subject to all applicable Account Agreements. In the event of a conflict between a term of any Account Agreement and a term of this Agreement, this Agreement shall govern solely as it relates to Digital Banking. Notwithstanding the foregoing, this Agreement is not intended to modify any disclosures or other terms that are required by Applicable Law and are provided in connection with the Account Agreements.

The Bank is providing you with this Agreement in accordance with, and this Agreement is subject to, Applicable Law. Please read this document carefully, as it discusses in detail your rights and responsibilities when enrolling in, accessing, and using Digital Banking and when conducting transactions through Digital Banking. We recommend that you print or save a copy of this Agreement and keep it with your records. You may also view this Agreement at any time on our Website.

NOTICE TO CONSUMERS: This Agreement includes disclosures applicable to Consumer Accounts as provided under the Electronic Fund Transfer Act ("EFTA") and its implementing Regulation E. See Schedule B, attached hereto and incorporated herein by this reference.

By proceeding to enroll in, access, or use Digital Banking, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

Digital Banking Service Features

This Section describes general features, terms, and conditions of Digital Banking. See Schedule C (attached hereto and incorporated herein by this reference) for additional terms applicable only to Consumers. See Schedule D (attached hereto and incorporated herein by this reference) for additional terms applicable only to Business users.

Who Is Eligible. You are eligible to use Digital Banking if you maintain an Account and have agreed to the terms and conditions of this Agreement. You must notify us immediately of any change to ownership of any Account that is subject to Digital Banking.

Access. To access Digital Banking, you must have a Communication Device, access to the Internet, and an email address. To register for Digital Banking, you must complete an Enrollment Form and be approved by us. Subject to the terms and conditions of this Agreement,

your enrollment in Digital Banking will enable you to use one or more features of Digital Banking and access those Accounts that you have designated through, and that are eligible for access with, Digital Banking. You may request to add or remove an Account to or from Digital Banking by submitting a secure message through Digital Banking or by contacting Customer Service.

Subject to Applicable Law and in our sole and exclusive discretion, we reserve the right to modify, suspend, or terminate your access to Digital Banking at any time and for any reason without notice or refund of previously incurred fees. Furthermore, we may, in our sole and exclusive discretion, add, delete, restrict, limit, or otherwise modify the Services or any part thereof at any time, or limit the number of Accounts eligible for the Services.

We make no representations, warranties, or guarantees of availability of the Services and some or all features of Digital Banking may not be available from time to time due to problems arising in connection with the Internet, emergency or scheduled system maintenance, or other matters outside of our control. We will post a notice of any extended periods of non-availability on our Website. Notwithstanding the foregoing, we are not liable for any unavailability of the Services except as otherwise expressly provided herein.

Time Zone. Any reference in this Agreement to time is based on Central Standard Time.

Basic Features of Digital Banking. By enrolling in Digital Banking and subject to the terms and conditions of this Agreement, you may access one or more Services. Some Services may not be available for certain Accounts or customers. This Agreement may include terms and conditions related to certain Services. Other Services may be subject to a separate Supplemental Agreement. Additional Services may be added by us from time to time in our sole and exclusive discretion. By using any additional Services when they become available, you agree to be bound by the terms and conditions associated therewith. The use of certain Services may incur fees or other charges. See our Schedule of Fees for further information or contact Customer Service.

Communication Device. To use Digital Banking, you must provide a Communication Device at your own expense. You are responsible for providing and maintaining all Communication Devices compatible with our Digital Banking platform. You shall keep your browsers and all operating systems, software, and applications updated, and shall install and maintain appropriate firewall and anti-virus software on all Communication Devices used to access Digital Banking. You are responsible for the installation, maintenance, and operation of the Communication Device. Your Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as we may specify from time to time. From time to time, we may require that you upgrade or install software to the Communication Device to ensure the proper operation of the Services. You agree to promptly load any such upgrades or additional installations upon our notice to you.

You are responsible for selecting a Communication Device necessary or convenient to access or use the Services and the Carrier for such Communication Device, and for paying all fees or other charges that the Carrier may charge. This Agreement does not amend or supersede any agreements you have with any Carrier as between you and such Carrier, and you acknowledge that such agreements may impose fees, charges, limitations, and restrictions, which may be incurred as a result of your use of Digital Banking. You shall at all times comply with all terms of use, restrictions, and license agreements applicable to any Communication Device or to any equipment, devices, applications, software, or services used in connection therewith or in connection with Digital Banking. Some of the Services may not be available at all times or when using certain Communication Devices or applications.

Bank has no liability of any kind or nature arising from any defect or malfunction in any Communication Device or any errors or failures caused by a Communication Device or resulting from any services provided by any Carrier. Except as limited by Applicable Law, you assume all responsibility, risk, and liability for all loss, damage, or injury arising from or relating to any failure of your Communication Devices, software, server unavailability, viruses, spyware, malware, or worms affecting any of your Communication Devices. Without limiting the foregoing, Bank is not responsible for any virus or related problems that may be associated with your use of the Services, the Communication Device, or other Internet access including, without limitation, any virus, trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware, and other malicious and unwanted software or related problems. We recommend that you routinely scan your Communication Device using reliable virus protection products and remove any viruses found using such products.

BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, OR STATUTORY, AS TO: (A) ANY COMMUNICATION DEVICE, (B) THE AVAILABILITY OF ANY TELECOMMUNICATION SERVICES FROM A CARRIER, (C) ACCESS TO THE DIGITAL BANKING SERVICES AT ANY TIME OR FROM ANY LOCATION, (D) SECURITY OF ANY TELECOMMUNICATION SERVICES, OR (E) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR TRANSMISSION OF DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH DIGITAL BANKING. IN ADDITION TO ALL OTHER LIMITATIONS ON LIABILITY SET FORTH HEREIN, BANK SHALL NOT BE LIABLE, AND CUSTOMER HEREBY RELEASES BANK FROM ALL SUCH LIABILITY, FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS, OR EXPENSES INCURRED BY CUSTOMER IN CONNECTION WITH OR ARISING FROM OR RELATING TO: (A) CUSTOMER'S USE OF OR ACCESS TO ANY COMMUNICATION DEVICE; OR (B) CUSTOMER'S BREACH OF ANY TERM OF ANY AGREEMENT WITH A CARRIER FOR ANY COMMUNICATION DEVICE.

Your Instructions. In our sole and exclusive discretion, we may follow your instructions concerning your use of Digital Banking, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions), or by other means, and we may do so without any liability to you and you hereby release us from any such liability except as otherwise expressly provided herein. We reserve the right to refuse to follow any instructions that you give us that we believe may expose us to potential liability or otherwise in compliance with the terms of this Agreement, any Account Agreements, or Applicable Law. We will not have any liability to you, and you hereby release us of any such liability, if we do not follow your instructions as permitted herein. We reserve the right to ask you for certain protections, such as a surety bond or an indemnity agreement in a form that is satisfactory to us, as a condition of following your instructions.

User Conduct. You agree not to use Digital Banking or the content or information delivered through Digital Banking in any way that would: (a) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of privacy, including any rights in any software associated with Digital Banking; (b) be fraudulent or involve the sale of counterfeit or stolen items including, without limitation, use of Digital Banking to impersonate another person or entity; (c) violate any law, statute, ordinance, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading, or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (g) potentially be perceived as illegal, offensive, or objectionable; (h) interfere with or disrupt computer networks connected to Digital Banking; (i) interfere with or disrupt the use of Digital Banking by any other user; or (j) use Digital Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

SECURITY PROCEDURES

You are required to use a Login ID assigned to or selected by you and a password selected by you each time you log-in to use Digital Banking. You agree that we may rely on your Login ID, password, and any other security procedures, as we may modify from time to time in our sole and exclusive discretion, to identify and authenticate you when you use Digital Banking (collectively, **“Security Procedures”**).

The following Security Procedures apply to access by all customers. We may issue new Security Procedures and cancel or modify any Security Procedures from time to time in our sole and exclusive discretion. You must use all Security Procedures designated or required for your use of Digital Banking.

Login ID. This is the electronic identification (in letters, numerals, and special characters) associated with each user of Digital Banking that will be used for log-in.

Password. Each user of Digital Banking must also have a unique password known only to the user. Passwords are case-sensitive and must meet certain requirements (including, without limitation, minimum and maximum length and types of characters), as further described in the Digital Banking platform. Each user is strongly recommended to change their individual password at least every 90 days for security purposes.

Enhanced Log-in Security. Enhanced login security incorporates an additional multi-part credential for each user of Digital Banking of identity authentication that may include, without limitation, additional log-in security features such as security cookies, flash objects, and one-time passcodes. In addition to the above Security Procedures, access to Digital Banking includes a multi-factor authentication Security Procedure at log-in for each user. The enhanced login security will require each user of Digital Banking to establish and utilize, in addition to individual Login IDs and passwords, his/her/their own individual authentication by selecting a preferred out-of-band delivery channel for one-time security access code (SAC) that may be required from time to time at log-in. These SACs may be delivered to users by SMS (defined below) text, phone, or other method as we may offer from time to time.

Minimum System Requirements. Digital Banking is designed to operate using the latest operating system and browser combinations. It is important for you to keep your Communication Device’s operating system and browser version current to ensure maximum security and user experience. The operating systems and browsers listed at <https://www.ubu.bank/assets/files/TDNf1aWk> are the minimum requirements necessary to use Digital Banking. Those requirements are in addition to any other requirements described in this Agreement and the recommendations available at the Digital Banking platform and associated web pages including, without limitation, the following:

- update the computer operating system
- keep the browser current
- install anti-virus software and anti-spyware software
- change passwords on a regular basis
- do not click links inside spam email, especially emails claiming to offer anti-spyware software

Additional Terms. From time to time, we may make available additional Security Procedures for use with Digital Banking. We strongly recommend the use of all such additional Security Procedures to help deter and protect against unauthorized transactions associated with Digital Banking. For example, as further described in this Agreement, the Bank provides optional Account and security alerts that you may elect to use. The Bank provides important information, recommendations, and best practices for Digital Banking security on our Website. As an important additional Security Procedure, it is recommended that all customers regularly review and implement the various actions described to help protect their financial and other sensitive information and mitigate fraud.

Subject to the terms of this Agreement, we may follow and comply with any instructions to complete a transaction entered through Digital Banking using the Security Procedures. Notwithstanding anything to the contrary herein, we may, in our sole and exclusive discretion, require additional authentication of any transfer or transaction request. We reserve the right, in our sole and exclusive discretion, to reject a transfer or transaction request that cannot be properly authenticated. Except as otherwise expressly provided in this Agreement, you agree that you are responsible for all transfers and payments made through the Services using the Security Procedures. You acknowledge and agree that if you permit another party to use the Security Procedures to access Digital Banking, or otherwise authorize them to use Digital Banking, you are responsible for all transactions that party makes from your Account through Digital Banking, even if it exceeds your authorization.

You acknowledge and understand the importance of your role in preventing misuse of your Accounts through Digital Banking. You agree that it is your responsibility to protect the confidentiality of your Account and Account number, the Security Procedures, and your personal identification information (such as, your driver's license number and social security or tax identification number). You understand that personal identification information, by itself or together with information related to your Account, may allow unauthorized entry and access to your Account.

You understand that the use of connection to the Internet is inherently insecure and may permit unauthorized access by third parties to your Communication Device and information stored therein. You acknowledge and understand that all information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. Storing Account numbers, passwords, or codes, or using a Communication Device in a public place may result in interception and misuse of that information by a third party. Permitting others to use your Communication Device may result in theft or misuse of your information or records. We cannot prevent interception by third parties of any communications transmitted through a Communication Device. You assume all risk of loss resulting from, and we shall have no liability (and you release us from any such liability) for, information that a third party obtains by intercepting communications made through, or otherwise accessing data that you store on, a Communication Device.

You agree you will not use a public computer to access Digital Banking. You agree that if you access the Services from a computer other than your own, you will not leave the computer unattended while using Digital Banking. You also agree that, in such situations, you will always end your Digital Banking session by clicking on the LOG OFF button. We will not be liable to you for any losses that may result from your failure to follow these security provisions.

Without limiting the foregoing, you agree to follow best security practices for your use of Digital Banking, including, without limitation: (a) using a password or other security method of locking your Communication Device when not in use; (b) deleting text messages sent and received through Digital Banking after reading; (c) disabling your Communication Device's Bluetooth feature when not in use; (d) downloading content only from sources you know are trustworthy; (e) activating alerts to monitor transaction activity; and (f) not leaving any Communication Device unattended and logging out of Digital Banking when it is not in use.

You acknowledge and understand that undetected or unrepaired viruses may corrupt and destroy your programs, files, and hardware. You are responsible for routinely scanning your Communication Device and removing any viruses found. Neither we nor our Third Parties are responsible for any electronic virus that you may encounter using Digital Banking.

We will never email you to request your Login ID and password or your personal Account information over the Internet. If you suspect that an unsolicited email of this nature is fraudulent, please contact Customer Service.

You must immediately notify us in writing if: (a) you have authorized any person to use any Communication Device or Security Procedures and you wish to terminate such person's authority; (b) you know or believe that any Communication Device or Security Procedures have been lost, stolen, or otherwise compromised; or (c) you have reason to believe that any person is accessing your Accounts without authority. We reserve the right, in our sole and exclusive discretion, to block access to Digital Banking if we believe that any Security Procedures have been compromised or misappropriated; provided that we have no obligation of any kind to investigate or discover any such compromise or misappropriation and we shall have no liability to you for any failure to discover any such compromise or misappropriation.

If Bank makes available to you a Security Procedure and you refuse to use the Security Procedure or fail to use the Security Procedure in accordance with any instructions or directions, then to the maximum extent permitted under Applicable Law, we shall have no liability of any kind, and you release us from any such liability, for any unauthorized access to your Accounts or misappropriation of any of your funds, to the extent such Security Procedure could have prevented or detected such unauthorized access or misappropriation.

BANK MAKES NO REPRESENTATIONS OR WARRANTIES TO YOU OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, OR STATUTORY, AS TO THE CONTENT, QUALITY, AVAILABILITY, OPERATION, OR PERFORMANCE OF ANY SECURITY PROCEDURES INCLUDING, WITHOUT LIMITATION, REGARDING ACCURACY, RELIABILITY, OR COMPLETENESS, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SECURITY PROCEDURES ARE SUFFICIENT TO PROTECT YOU AGAINST UNAUTHORIZED ACCESS TO YOUR ACCOUNTS OR COMMUNICATION DEVICES. YOU ACKNOWLEDGE THAT THE SECURITY PROCEDURES MAY NOT BE THE MOST SOPHISTICATED OR ADVANCED AVAILABLE AND THAT BANK HAS NO OBLIGATION EXCEPT TO OFFER REASONABLE SECURITY PROCEDURES TO YOU. YOU SHOULD OBTAIN INDEPENDENT ADVICE ON THE SECURITY OF YOUR COMMUNICATION DEVICES AND WHETHER THE SECURITY PROCEDURES PROVIDE SUFFICIENT PROTECTION TO YOU AND YOUR ACCOUNTS.

FEES AND CHARGES

You agree to pay all fees and charges for your use of any Services as set forth in the Schedule of Fees. You agree that all such fees and charges may be deducted from the Account(s) you designate when enrolling in Digital Banking. You are responsible for telephone and Internet service fees you incur in connection with your use of Digital Banking.

THIRD PARTY SERVICES AND THIRD PARTIES

Some information, materials, content, communications, features, products, software, functions, actions, or other parts of the Services may be provided by a Third Party (collectively, "**Third Party Services**"). Third Party Services may involve the processing and/or transmission of your data, instructions, and funds. Digital Banking may provide links to Third Party websites or Third Party Services, and some of the Services may be provided or made available to you through Third Party websites, operating systems, platforms, or portals (collectively, "**Third Party Materials**"). Bank does not endorse or guarantee any Third Party Services or Third Party Materials. The third parties providing such Third Party Services or Third Party Materials (each, a "**Third Party**" and collectively, the "**Third Parties**") are not affiliated with Bank and shall not be deemed to be a partner, joint venture, agent, or representative of Bank. Educational tools, calculators, and other information or content may be provided by such Third Parties and shall not be deemed to constitute legal, investment, or financial advice by Bank. You are responsible for consulting with your qualified professional advisors regarding any such information. You may be required to execute additional agreements with Third Parties for Third Party Services or Third Party Materials and you agree to comply with all such agreements. Our ability to provide one or more Services may be contingent upon the continuing availability of Third Party Services or Third Party Materials.

We or our Third Parties may elect to display one or more hyperlinks on the Digital Banking platform from time to time. A hyperlink is any highlighted words or phrases that allow you to click through to another section of the same document or to another document on the Internet. A hyperlink may allow you to click through to a Third Party website over which we have no control. We specifically disclaim any responsibility for the content, products, and services provided at linked Third Party websites. We are not liable for any failure of the products or services advertised on Third Party websites.

YOU ACKNOWLEDGE AND UNDERSTAND THAT THIRD PARTY SERVICES AND THIRD PARTY MATERIALS ARE NOT, UNLESS EXPRESSLY STATED OTHERWISE, FDIC INSURED OR BANK GUARANTEED. YOU ACKNOWLEDGE AND UNDERSTAND THAT THIRD PARTIES MAY HAVE DIFFERENT PRIVACY POLICIES THAN THE BANK, THAT YOU ARE RESPONSIBLE FOR REVIEWING ALL SUCH THIRD PARTY PRIVACY POLICIES, AND THAT SUCH THIRD PARTY WEBSITES MAY PROVIDE LESS SECURITY THAN THE BANK'S WEBSITE, AND YOU ACCEPT ALL RISKS OF COMMUNICATING YOUR INFORMATION WITH SUCH THIRD PARTIES. YOU HEREBY AUTHORIZE BANK TO COMMUNICATE YOUR INFORMATION WITH THIRD PARTIES (A) TO THE EXTENT NECESSARY OR APPROPRIATE IN ORDER FOR SUCH THIRD PARTIES TO PROVIDE THE SERVICES REQUESTED BY YOU, (B) IN ORDER TO COMPLY WITH LAWS, GOVERNMENT AGENCY RULES OR ORDERS, COURT ORDERS, SUBPOENAS, OR OTHER LEGAL PROCESS, (C) WHERE OTHERWISE REQUIRED OR PERMITTED BY APPLICABLE LAW, AND (D) OTHERWISE IN COMPLIANCE WITH OUR PRIVACY POLICY.

BANK MAKES NO REPRESENTATIONS OR WARRANTIES TO YOU OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, OR STATUTORY, AS TO THE CONTENT, QUALITY, AVAILABILITY, OPERATION, OR PERFORMANCE OF ANY THIRD PARTY SERVICES OR THIRD PARTY MATERIALS INCLUDING, WITHOUT LIMITATION, REGARDING ACCURACY, RELIABILITY, OR COMPLETENESS, AND BANK EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION TO ALL OTHER LIMITATIONS ON LIABILITY SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BANK SHALL NOT BE

LIABLE, AND YOU HEREBY RELEASE BANK FROM ALL SUCH LIABILITY, FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS, OR EXPENSES INCURRED BY YOU IN CONNECTION WITH OR ARISING FROM ANY THIRD PARTY SERVICES OR THIRD PARTY MATERIALS. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BANK AND ITS AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES ARISING FROM OR RELATING TO: (A) YOUR USE OF OR ACCESS TO ANY THIRD PARTY SERVICES OR THIRD PARTY MATERIALS; (B) YOUR BREACH OF ANY TERM OF ANY AGREEMENT WITH A THIRD PARTY FOR ANY THIRD PARTY SERVICES OR THIRD PARTY MATERIALS; (C) YOUR VIOLATION OF ANY THIRD PARTY RIGHTS INCLUDING, WITHOUT LIMITATION, PRIVACY OR INTELLECTUAL PROPERTY RIGHTS; OR (D) YOUR VIOLATION OF ANY APPLICABLE LAWS.

Financial Management Software (FMS). Once enrolled in Digital Banking, you may supplement your use of Digital Banking by use of QuickBooks®, Quicken®, and/or related products, which allow you to automatically download transactions and match them with existing transactions from your financial management software (“**FMS**”). All FMS shall be deemed to be Third Party Services or Third Party Materials.

Access to Account information through FMS must be done using all applicable and required Security Procedures. If you choose to use FMS, you must purchase the applicable software from the software manufacturer or retailer of your choice. Your use of FMS is governed by the software license agreement(s) included with each software application. You must agree to the terms and conditions of the software license agreement(s) during the installation of the FMS on your Communication Device. You are responsible for the correct set-up and installation of the FMS, as well as maintenance, updates, and upgrades to the FMS and your Communication Device. We make no warranties nor accept any liability arising from or relating to any FMS or your use of any FMS. We are not responsible for any problems related to the FMS itself, your Communication Device, or your ability to connect using the FMS as described in this Agreement. You are responsible for all transactions that you authorize using FMS.

If you permit others to access Digital Banking using FMS, you are responsible for all transactions they initiate regardless of if they exceed your authority given. You must establish your own internal security procedures for persons that you may authorize to use Digital Banking through FMS and to prevent unauthorized use by other persons. You should verify all Account data obtained and transactions executed on your Accounts using FMS. Our records of transactions, instructions, and communications regarding your Accounts and use of Digital Banking supersede any records stored or created on your Communication Device through the use of FMS. You are responsible for any and all obligations to any Third Party arising from your use of that Third Party’s FMS.

SavvyMoney. By enrolling in Digital Banking, and subject to your acceptance of separate additional terms, you may access and use SavvyMoney, a credit monitoring tool provided by SavvyMoney, Inc. Savvy Money, Inc. shall be deemed to be a Third Party and all services and products provided by SavvyMoney, Inc. shall be deemed to be Third Party Services or Third Party Materials. To access and use SavvyMoney, you must agree to the SavvyMoney Terms of Service and Privacy Policy. If you wish to terminate SavvyMoney, you may deactivate it at any time within the credit score profile settings of your Digital Banking and in accordance with the SavvyMoney Terms of Service. You acknowledge and agree that Bank is not a credit provider and is not the creator or owner of any credit score product or service, nor did it calculate your credit score. You authorize the Bank to receive and use your credit related information to market products or services to you. Any offers for financial products or services are subject to final Bank approval.

DIGITAL BANKING TRANSFERS

GENERAL

By using Digital Banking to make any transfers of funds, you warrant to Bank that you own the Account or otherwise have the right and authority to make the transfers requested. To use Digital Banking to request transfers, you must keep your Accounts open and in good standing. You are responsible for accurately describing all transfer amounts, dates, accounts, financial institutions, and addresses. Bank is not responsible, and you hereby release us from any such obligation or liability, for confirming or verifying any such information, identifying or detecting errors, or refusing to process duplicate transfers.

Preauthorized Recurring Fund Transfers. To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

Scheduling Transfers. Transfers can be scheduled (or initiated) on either a one-time basis or a recurring basis. One-time transfers may be scheduled to be sent immediately or on a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. One-time future-dated or future recurring transfers scheduled for a weekend or a non-Business Day will be processed on the next Business Day. All other one-time future-dated and recurring transfers will be processed at the end of the Business Day requested. The cut-off time and delivery date of Internal Transfers and External Transfers is set forth on our Website at <https://www.ubu.bank/cutoff-times>.

Canceling Scheduled Transfers. Future-dated transfers (either one-time or recurring) can be cancelled or modified prior to the cut-off time on the Business Day prior to the date the transfer is scheduled to be made. However, if the transfer's status is processing, you can no longer cancel it. NOTE: all other transfers cannot be cancelled via Digital Banking once the transfer has been processed.

Limits on Digital Banking Funds Transfers. You must have sufficient Available Funds in any Account from which you instruct us to make a transfer as of the effective date of such transfer. See below "Transfers Involving Insufficient Funds" for more information. All transfers must be in U.S. Dollars. If a hold has been placed on the Account from which you wish to transfer funds, you cannot transfer the portion of funds held until the hold expires.

Pursuant to the terms of the applicable Account Agreements, for security reasons, or as otherwise permitted herein or in any other communication we may provide to you, we may, in our sole and exclusive discretion, implement limits on the number or amount of transfers you can make using Digital Banking. We also reserve the right to limit or suspend access to our Digital Banking Service as we deem necessary or appropriate for security reasons or as otherwise permitted herein or in any of your Account Agreements. See your specific Account Agreements for details or contact us for more information. We may also limit access from countries other than the United States of America.

Your ability to transfer funds from certain Accounts is limited by federal law. Transfers from certain types of accounts may have limits imposed. Please check your Account Agreements or contact us for more information. Transfers made using Digital Banking are included in calculating the permissible number of transfers described in your Account Agreements.

When Digital Banking Funds Transfers are Made. Transfers are not final at the time we receive your instructions, but we will begin to process them in accordance with your Account Agreements and all Applicable Laws. You should allow at least one Business Day for us to process transfers. Each transfer will be posted to the Account with us from which it is made and to any other Account with us that is involved in the transaction on the Business Day on which the transfer is made. Each transfer you make on a non-Business Day or after our Digital Banking cut-off time on any Business Day will be considered made on the following Business Day. Information you obtain about processing your Accounts using Digital Banking may not reflect transactions that have not yet been posted to your Accounts.

Stopping or Changing Transfers and Stop Payments. If you want to stop or change transfers or stop a payment you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both one-time transactions as well as preauthorized recurring transactions. To do so, you must access the appropriate function in Digital Banking no later than the Business Day before the Business Day the transfer is scheduled to be made, and either delete it or make the change. You may also contact Customer Service or write to us. If you call or write, you must do so in time for us to receive your request 3 Business Days or more before the transfer is scheduled to be made. Bank will make reasonable efforts to satisfy your request, but you acknowledge and agree that Bank shall not be liable if sufficient time is not provided. All applicable fees will apply as set out in our Schedule of Fees or otherwise provided in any Account Agreements or other notice to you.

Transfers Involving Insufficient Funds. If you instruct us to make a transfer and you do not have sufficient Available Funds in the Account from which you are making the transfer to pay the transfer and all applicable fees, we may refuse to complete the transaction. We may do this even if there are sufficient Available Funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient Available Funds for the transaction in the Account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other Account you have with us. In any case, you are fully obligated to provide sufficient Available Funds for any transfers you make or authorize. If we do not make a transfer or if we reverse a transfer because of insufficient Available Funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. If transfers process against any uncollected deposit, uncollected balance, or otherwise insufficient Available Funds in your Account, your Account may be accessed and charged any applicable overdraft, uncollected, or returned item (NSF) fee. See our Schedule of Fees and your Account Agreements for more details.

Processing Cut-Off Times. For a detailed list of cut-off times, please refer to our Website at <https://www.ubu.bank/cutoff-times>. We reserve the right to change these cut-off times. You will receive notice if they change in accordance with Applicable Law.

Disqualifying Events. You agree that we may impose limits or reduce the dollar limits on transfers or terminate or suspend your eligibility to make future transfers (including canceling scheduled future transfers), in each case without prior notice (other than as required by Applicable Law), upon occurrence of a Disqualifying Event. Each of the following is a "**Disqualifying Event**":

- Any Accounts with us are not current or are not in good standing;
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Account with us during the current or 6 prior calendar months;
- You have had any prior External Transfer cancelled, revoked, or not completed due to insufficient funds, revoked authorization,

stopped payments, frozen accounts, or any similar reason; and

- We suspect fraud or unauthorized use has or may occur with respect to your Account(s) with us or with respect to any External Transfer(s).

EXTERNAL TRANSFERS THROUGH DIGITAL BANKING. In addition to the above terms and conditions, the following terms and conditions apply to External Transfers made through Digital Banking.

Registration and Access. You must be a Consumer or operating a business under your social security number (Sole Proprietor) enrolled in Digital Banking in order to make External Transfers. External Transfers are outbound and inbound transfers that move funds to or from one of your eligible Accounts with us to or from a registered account at another financial institution. An "Inbound" External Transfer moves funds into an Account with us from an account you own outside of our institution or for which you otherwise have the authority to transfer funds. An "Outbound" External Transfer moves funds from an Account with us to an account outside of our institution that is owned by you or for which you otherwise have the authority to transfer funds. You must enroll and register each non-Bank account that you wish to use for External Transfers.

You agree, and represent and warrant to us, that (a) you will only register eligible non-Bank accounts on which you are an individual or joint owner, or for which you otherwise have the authority to transfer funds, and (b) you will only use External Transfers for transferring funds between your personal Accounts with us and registered personal accounts at other financial institutions.

Authorization of External Transfers. By using Digital Banking to make an External Transfer, you authorize Bank to initiate an ACH transaction to or from your account at another financial institution. The origination of ACH transactions must comply with all Applicable Laws, and you agree that we are not required to give you next day notice after our receipt of any ACH credit for a rejected or returned transfer request. Rather, notification is sufficient by posting the re-credited amount to the applicable Account used for the debit and listing it on your statement. Credit given by us to you with respect to an ACH transaction is provisional until we receive final settlement for such entry. If we do not receive final settlement, you are notified and agree that we are entitled to a refund of the amount credited to your Account in connection with the ACH transaction. You are responsible for providing accurate information regarding all accounts at other financial institutions. If you describe any beneficiary or institution inconsistently by name and account or identifying number, you acknowledge, understand, and agree that we and other institutions may process the ACH transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution. You hereby release us from any and all errors or liability resulting from the processing of ACH transaction(s) solely on the basis of the number. We may also process an incoming ACH request based on the account number, rather than on any inconsistent name reflected in the ACH request.

When External Transfers are Debited From and Credited to Your Accounts.

Transfers initiated BEFORE Cutoff Time. Funds involving Outbound External Transfers will be debited from your Account and credited to the receiving external, non-Bank account on the next Business Day after you initiate the transfer. Funds involving Inbound External Transfers will be debited from the external, non-Bank account and credited to the receiving Account with us on the next Business Day after you initiate the transfer. Funds credited to the receiving Bank Account may not be available for use until the second Business Day following the day of credit.

Transfers initiated AFTER Cutoff Time. Funds involving an Outbound External Transfer will be debited from your Account and credited to the receiving external, non-Bank account on the second Business Day after you initiate the transfer. Funds involving Inbound External Transfers will be debited from the external, non-Bank account and credited to the receiving Account with us on the second Business Day after you initiate the transfer. Funds credited to the receiving Bank Account may not be available for use until the second business day following the day of credit.

Limits on Amounts and Frequency of Digital Banking Transactions. For security purposes, External Transfers have limits on the amount of funds that may be transferred in one day and within one month, which may change at any time without prior notice (except as required by Applicable Law). External Transfers are currently limited to (a) a daily aggregate of \$5,000 for Inbound External Transfers and (b) a monthly aggregate of \$10,000 for Outbound External Transfers. Transfer limits may be changed at any time without notice in our sole and exclusive discretion.

MOBILE BANKING SERVICE

Enrollment. Once you have enrolled in Digital Banking, you may use our Mobile Banking Services to access financial services and products made available by us using a Mobile Device. Not all Accounts are eligible for this Service, and not all features of the Mobile Banking Service may be available.

To use the Mobile Banking Service, you must: (a) have a Mobile Device supported by us, and (b) register for the Mobile Banking Service while logged in to Digital Banking. The enrollment process may require you to provide information about your banking relationship, the Mobile Device that you will generally use for the Mobile Banking Service, the telephone number for your Mobile Device, information for the Carrier that provides service to your Mobile Device, and your email address. Once you register your Mobile Device and your enrollment is otherwise complete, subject to our approval, you may start using the Mobile Banking Service. If you use a mobile device other than your Mobile Device to access the Mobile Banking Service, all Short Message System ("SMS") text messages originating from the Mobile Banking Service will be sent to the Mobile Device you entered when registering for the Mobile Banking Service.

It is your responsibility to provide us with accurate, complete, and current information about you and your Mobile Device and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. We reserve the right to refuse or cancel your registration for the Mobile Banking Service if we cannot verify information about you and/or your Mobile Device.

Mobile Banking Service Formats. As further described below, the Mobile Banking Service permits you to use a Mobile Device to perform certain transactions (each, a "Mobile Banking Transaction") associated with your eligible Accounts. The Mobile Banking Service may be provided in one or more formats or mechanisms including, without limitation, through the mobile web or a downloadable application (further described below and hereinafter referred to as "Mobile Banking"). Not all methods will be available on all Mobile Devices. If you use the Mobile Banking Service in the form of SMS text messages, you are responsible for the content of and the mis-delivery of any SMS text messages. You agree to provide accurate and complete information for SMS text messages. YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR EMAIL ACCOUNT MAY BE ABLE TO VIEW THE CONTENT.

Limitations on Mobile Banking Transactions. We may limit certain types of transfers from your Savings and Money Market Accounts. The limitations set forth in this Agreement for Internal Transfers and External Transfers apply to such transfers made through the Mobile Banking Service. We further reserve the right to limit the frequency and dollar amount of Mobile Banking Transactions initiated through your Mobile Device for security reasons. Those limits are the same as and will be combined with those that apply to transactions initiated through Digital Banking, as further described herein. You may make multiple transfers per day, subject to all other applicable limits set forth herein.

The Mobile Banking Service and some Mobile Banking Transactions may not be available on all types of Mobile Devices. You understand and agree that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming. We make no representation or warranty that any content or use of the Mobile Banking Service is available for use in locations outside of the United States. Accessing the Mobile Banking Service from locations outside of the United States is at your own risk.

Standard Messaging Service Charges. Any fees and charges that may apply to the Mobile Banking Service will be set forth in our Schedule of Fees and are separate and apart from any other fees or charges that may be assessed by the Carrier for text messages sent to or from us. You understand that the standard data and text messaging rates charged by the Carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and/or use the Mobile Banking Service.

Your Responsibilities. By enrolling in or using the Mobile Banking Service, you represent and warrant to Bank and agree to the following:

1. **Account Ownership/Accurate Information.** You represent that: (a) you are the legal owner of all Accounts and other financial information which may be accessed through the Mobile Banking Service, (b) all information you provide to us in connection with the Mobile Banking Service is accurate, current, and complete, and (c) you have the right to provide such information to us for the purpose of using the Mobile Banking Service. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.
2. **User Security.** You agree to take every precaution to ensure the safety, security, and integrity of your Accounts and transactions when using the Mobile Banking Service. You agree not to leave your Mobile Device unattended while logged into the Mobile Banking Service and to log off immediately at the completion of each access by you. You agree not to provide your Login ID, password, or other access information to any unauthorized person. If you permit other people to use your Mobile Device, login information, or other means to access the Mobile Banking Service, you are responsible for all transactions they conduct. We will not be liable for any damages or loss resulting from your failure to follow the above precautions or any of your other obligations set out herein. You agree not to use any personally identifiable information when creating shortcuts to your Accounts.

ACCOUNT ALERTS

The Bank offers customers the option to set up certain Account alerts by SMS text or email. The Service may not apply to all Accounts or to all products or services and the Service may not be available at any time for any reason. By enrolling in alerts, you authorize us to, from time to time, provide alerts relating to your Accounts to the phone number or email address you provide to us. Alerts are enabled/unenabled through your Digital Banking access. Digital Banking provides both optional Account alerts and security alerts associated with certain modules of Digital Banking. We may add new alerts or cancel old alerts from time to time in our sole and exclusive discretion. Each alert has different options available, and you may select from among these options upon activation of your Service. Alerts will be sent to the phone number(s), email address(es) or Mobile Device(s) identified by you through Digital Banking or enrollment in the Service. You acknowledge and understand that if we are not notified of a change to your contact information, the Service will continue to be performed with the incorrect contact information, and you release and shall hold harmless Bank from and against all liability arising from or in connection therewith.

By enrolling in or using the Service, you represent and warrant to Bank that you are a holder of the Account or have the Account holder's permission to use the Service for the Account and phone number or email address provided. By accepting this Service, you authorize Bank (together with, any affiliates, agents, and contractors) to contact you at any phone number or email address provided by you to Bank for any reason regarding any eligible Accounts, products, or services of Bank, and in any manner including, without limitation, by means of automated dialing devices, prerecorded messages, wireless push notifications, emails, or text messages. You acknowledge that such texts or emails may be unsolicited. You understand that the standard data and text messaging rates charged by the Carrier providing service for your Mobile Device apply.

You understand and agree that your alerts may be delayed or prevented by a variety of factors. The Bank makes no representation, warranty, or guarantee that alerts will be received or received in a timely manner. Furthermore, Bank is not obligated to monitor receipt of any alerts. Further, we do not guarantee the accuracy of the content of any alert. Without limiting any other limitations on liability set out in this Agreement, you agree that we shall not be liable for: (a) failed, delayed, or misdirected delivery of any information sent through the Service; (b) any errors in information sent through the Service; (c) any action you take or fail to take in reliance on the information sent through the Service; (d) your access outside of your Carrier's service area or your inability to use the Service should your Mobile Device or Carrier not support the Service or changes made thereto from time to time; or (e) any disclosure of Account information to third parties resulting from your use of the Service. You agree to protect your Communication Device that receives information through this Service, and release Bank from any liability resulting from or relating to your failure to do the same.

Alerts are not encrypted. We will never include your Login ID or password or full Account number(s). However, alerts may include your name and some information about your Accounts, depending upon your selection of specified alerts. You understand that we will never send you a text message or email asking for personal or financial information. If you receive a request for such information that appears to be from us, you should call Customer Service.

Bank provides this Service to you as a convenience and for informational purposes only. Your Account statements shall be considered the official records of your Account. In the event of an inconsistency between any information sent to you by text or email and your Account statements, your Account statements shall govern.

MOBILE DEPOSIT SERVICE

The Mobile Deposit Service ("**Mobile Deposit**") allows you to make deposits of paper Checks (defined below) to your Accounts with us from home or other remote locations by using your eligible camera-enabled Mobile Device to capture images of the Checks and transmitting the digital images and associated deposit information ("**Images**") to us or our Third Party processor ("**Processor**") with your Mobile Device.

Eligibility and Enrollment. In order to use Mobile Deposit, you must: (a) have one or more eligible Deposit Accounts with us, (b) have an eligible Mobile Device, and (c) be a user of the Mobile Banking Service. Only certain camera-enabled Mobile Devices may be used with Mobile Deposit, as specified by us from time to time. You may be required to provide information about the Mobile Device that you will use for Mobile Deposit, as well as the telephone number for your Mobile Device, the Carrier that provides service to your Mobile Device, and your email address. Use of Mobile Deposit requires identification of your banking relationship with us as well as verification of your Mobile Device. If you use a Mobile Device other than your designated Mobile Device to access Mobile Deposit, any SMS text messages originating from Mobile Deposit will be sent to the Mobile Device you entered and verified when registering for Digital Banking Services. It is your responsibility to provide us with accurate, complete, and current information about you and your Mobile Device (including telephone number, the Carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. We reserve the right to refuse or cancel your registration for Mobile Deposit if we cannot verify information about you and/or your Mobile Device.

Charges for Mobile Deposit. You agree to pay all fees or charges we may assess for Mobile Deposit in accordance with our then current Schedule of Fees. We will advise you of any fee changes prior to implementing them to the extent and as required by Applicable Law. In the future, we may add to or enhance the features of Mobile Deposit. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees.

Deposit Limits. We may establish daily and/or monthly limits on the dollar amount and/or number of items or deposits from time to time, as communicated to you from time to time. If we permit you to make a deposit in excess of any such limits, such deposit will continue to be subject to the terms of this Agreement, and we will not be obligated to allow any such a deposit at other times.

Eligible Items. You hereby agree that you will only scan and deposit Checks, as such term is defined in Federal Reserve Board Regulation CC ("**Reg CC**"). You agree that the Image of the Check that is transmitted to the Bank (each such Check and other item is referred to in this section as a "**Check**" and, if more than one, "**Checks**") shall be deemed to be an "item" within the meaning of Articles 3 & 4 of the UCC. You also acknowledge and agree that Mobile Deposits that you make using this Service are not "Electronic Fund Transfers" as that term is defined in the EFTA and/or the Consumer Financial Protection Bureau's Regulation E.

You further agree that you will not use Mobile Deposit to deposit any Checks or other ineligible items ("**Prohibited Checks**") that:

- are payable to any person or entity other than yourself or to the owner of the Account that the item is being deposited into;
- are non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation C);
- are prohibited by Bank's then current procedures pertaining to Mobile Deposit or are in violation of any Applicable Laws Rules;
- you know or suspect, or should know or suspect, are altered on the front of the item, fraudulent, or otherwise not authorized by the owner of the account on which the Checks are drawn;
- have not been previously endorsed by a bank and are either "substitute checks" (as defined in Regulation CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent;
- are drawn on financial institutions that are located outside of the United States or Territories of the United States;
- are payable jointly, unless deposited into a deposit Account in the name of all payees;
- are remotely created checks, as defined in Reg CC, or are remotely created payment orders;
- are not payable in United States currency;
- are dated more than 180 days (6 months) prior to the date of deposit;
- have any endorsement on the back other than that specified in this section;
- are post-dated checks (dated later than today's date; future dated);
- are checks drawn on the same Bank account number;
- are checks made payable to Cash;
- are U.S. Treasury Checks, Cashier Checks, Money Orders, or Traveler Checks;
- have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution; or
- are not acceptable to Bank for deposit into a Deposit Account as otherwise provided herein or in the Account Agreements.

If you deposit a Prohibited Check, you agree to reimburse, indemnify, and hold harmless Bank and its shareholders, affiliates, officers, directors, representatives, agents, employees, successors, and assigns from and against any and all Losses arising therefrom or in connection therewith, or associated with any warranty, indemnity, or other claim related thereto. Furthermore, if, after first having obtained the Bank's written consent to do so, you provide the Bank with an electronic representation of a substitute Check for deposit into a Mobile Deposit Account instead of a Check, you agree to reimburse, indemnify, and hold harmless the Bank and its shareholders, affiliates, officers, directors, representatives, agents, employees, successors, and assigns from and against, any and all Losses arising from or relating to any such electronic representation not meeting applicable substitute check standards and/or that causes duplicate payments.

Requirements. You agree to use, at your sole cost and expense, a Mobile Device that meets all technical requirements of Mobile Deposit and that fulfills your obligations herein to, among other things, obtain and maintain secure access to the Internet. You understand and agree that you may incur and shall pay all expenses related to the use of Mobile Deposit including, without limitation, telephone service or Internet service charges. You are responsible for the payment of all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Deposit. You understand and agree that you are responsible for the operation, maintenance, and updating of all equipment, software, and services used in connection with Mobile Deposit and the cost thereof, and you agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades, and replacements.

The Image of a Check transmitted to Bank using Mobile Deposit must be legible and contain images of the front and back of the Check. The

Image quality of the Check must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house, or association. These requirements include, without limitation, ensuring the following information can clearly be read and understood by sight review of the Check Image:

- the amount of the Check (both written and numeric);
- the payee;
- the signature of the drawer (maker);
- the date;
- the Check number;
- the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and
- all other information placed on the Check prior to the time of an Image of the Check is captured (such as, any required identification written on the front of the Check and any endorsements applied to the back of the Check).

It is your responsibility to assure that Checks are accurately transmitted to Bank. Bank will not be responsible for detecting any errors in the transmission of a Check. If there are any communications, equipment, or software failures or outages preventing you from transmitting Checks using Mobile Deposit, then you must physically deliver such Checks to Bank.

Required Endorsement. Endorsements must be made on the back of the Check within 1½ inches of the “trailing edge” of a check; although, we may accept endorsements outside this space. Sign your check and write “For Mobile Deposit Only”, or, if available, check the box next to the signature line indicating a Mobile Deposit. Your deposit may be declined if it is not properly endorsed. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and your joint owner, both of you must endorse the Check and it must be deposited into a Mobile Deposit Account owned by both of you.

Receipt of Deposit. All Images processed for deposit through Mobile Deposit will be treated as “deposits” under your Account Agreements and this Agreement. We shall not be deemed to have received the Image for deposit until we have confirmed receipt. Confirmation does not mean that the Image contains no errors. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Mobile Deposit Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties, and any other loss sustained by, or claim made against, us.

We reserve the right, in our sole and exclusive discretion, to reject any Image for Mobile Deposit for any reason including, without limitation, for failure to comply with the applicable terms of this Agreement. We will notify you of rejected Images by phone, email, or other means. We shall have no liability to you for the rejection of a Mobile Deposit or relating to the Images or other information contained therein, or for our failure to notify you of any such rejection. We are not responsible for any Image that we do not receive. Following receipt, we may process the Image by preparing a “substitute check” or clearing the item as an Image.

Retention of Checks. After you receive confirmation that we have received an Image, we recommend you securely store the Item for 14 days from the date of Image transmission. Upon our request from time to time, you will deliver to us the requested Check in your possession. If not provided in a timely manner, such amount credited to your Mobile Deposit Account will be reversed from your Mobile Deposit Account. Promptly after such 14-day period expires, you must destroy the Check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of a Check, the Image will be the sole evidence of the Check.

You agree that you will never deposit the Check or present the Check to us or anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on a Check that has already been paid.

Returned Deposits. Any credit to your Mobile Deposit Account for Checks deposited using Mobile Deposit is provisional. If Checks deposited through Mobile Deposit are dishonored, rejected, or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, you agree that a Check will not be returned to you but that we may charge back the amount of the Check and provide you with an Image of the Check, a paper reproduction of the Check, or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or related to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate a Check if it has been charged back to you. We may debit any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item, or for any warranty claim related to such item, whether or not the rejection, return, adjustment, or warranty claim was made timely.

Your Warranties. You make the following warranties and representations with respect to each Image:

- Each Image is a true, complete, and accurate rendition of the front and back of the Check without any alteration or forgery, and the drawer of the Check has no defense against payment of the Check.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Check, and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Check or a paper or electronic representation of the Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate Images of the Check, and the Check has not been previously deposited with or transferred to any other person or entity.
- The Check was authorized by the drawer in the amount stated on the Check and to the payee(s) stated on the Check.
- You are authorized to enforce and obtain payment of the Check, and the Check has been duly endorsed by each payee.
- You have possession of the Check at the time the Check is transmitted to Bank and no other party will submit the Check for payment.
- With respect to each Image, you make to us all representations and warranties that we make, or are deemed to make, to any party pursuant to law, regulation, or the Rules.
- The files and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. Mobile Deposit is subject to and governed by, as applicable, the Federal Check Clearing for the 21st Century Act, American National Standards X9 specification, EFTA and Regulation E (for Consumer Accounts), Regulation J and Reg CC of the Federal Reserve Board, Uniform Commercial Code Articles 3 and 4, and all other applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars, and pronouncements affecting Checks and items including, without limitation, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and any clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound (collectively, the “Rules”). The Rules are incorporated herein by reference. In the event of conflict between the terms of this MOBILE DEPOSIT SERVICE section and the Rules, the Rules will control.

You agree to be bound by and comply with all applicable Rules, as well as the provisions contained in this Agreement and your Account Agreements. You will use Mobile Deposit only for lawful purposes. You further agree to comply with all existing and future operating procedures used by the Bank for processing of Mobile Deposits.

Mobile Deposit Unavailability. Mobile Deposit may be unavailable from time to time due to system maintenance or technical difficulties including, without limitation, those of the Internet service providers, cellular service providers, and Internet software, or for other reasons outside of our control. If Mobile Deposit is unavailable, you may deposit original Checks at our branches, at Bank ATMs, or by mailing the Check to us. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use Mobile Deposit or the unavailability of the Service at any time.

Cut-Off Time and Funds Availability. For a detailed list of cut-off times, please refer to our Website at <https://www.ubu.bank/cutoff-times>. We reserve the right to change these cut-off times. You will receive notice if they change in accordance with Applicable Law. Mobile Deposits confirmed as received before such cut-off times will be considered deposited on that day. Mobile Deposits confirmed as received after such cut-off times, and deposits confirmed received on a Saturday, Sunday, or Federal holiday at any time, will be considered deposited on the next Business Day as defined in the Account Agreements. Funds from Mobile Deposits will generally be available to you in accordance with our standard Funds Availability Disclosure, which can be found at <https://www.ubu.bank/assets/files/UQKEai2e>.

Mobile Deposit Security. You will complete each Mobile Deposit promptly. If you are unable to complete your Mobile Deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. By using Mobile Deposit, you accept the risk that an item deposited through Mobile Deposit may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such transmission. You will notify us immediately by telephone by contacting Customer Service if you learn of any loss or theft of Checks. You will ensure the safety and integrity of Checks from the time of receipt until the time of destruction.

Audit. We reserve the right, at any time and for any reason, to audit and monitor you, your use of Mobile Deposit, and your compliance with the terms of this Agreement, and you agree to cooperate with us to permit such audit.

Your Responsibility. You are responsible for the quality, completeness, accuracy, validity, and integrity of the Image. You are responsible if you, intentionally or unintentionally, submit fraudulent, incorrect, incomplete, or illegible Images to us, or if Mobile Deposit is used, whether by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incomplete, incorrect, or otherwise improper or unusable Images to us. You agree to immediately notify us of any suspected errors regarding items deposited through Mobile Deposit, and in no event later than 60 days after the applicable Account statement is sent or otherwise made available. Unless you notify us within 60 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are precluded from bringing a claim against the Bank for such alleged error.

Your Indemnification Obligation. YOU UNDERSTAND AND AGREE THAT YOU SHALL INDEMNIFY AND HOLD HARMLESS US, OUR TECHNOLOGY PARTNERS, OUR PROCESSOR, AND OUR RESPECTIVE SHAREHOLDERS, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES ARISING FROM OR RELATING TO YOUR USE OF MOBILE DEPOSIT, YOUR BREACH OF THIS AGREEMENT, OR OUR PROCESSOR'S APPLICATION.

Cooperation with Investigation. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims including, without limitation, by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

Suspension and Termination. In addition to any other provision in this Agreement or the Account Agreements applicable to Mobile Deposit, the Bank may, in its sole and exclusive discretion and without prior notice to you (unless otherwise required by Applicable Law), elect to suspend or terminate your use of Mobile Deposit (i) if you or we close your Mobile Deposit Account, (ii) if we reasonably suspect that you have engaged in fraud or other abuse with regard to Mobile Deposit, (iii) in the event of a breach in the performance or observance of any term or obligation applicable to, or breach of any representation or warranty made by, you, (iv) if we believe immediate action is required for the security of your or the Bank's funds, or (v) if we believe that the continued provision of Mobile Deposit would violate federal, state, or local laws or regulations or the Rules, or would subject the Bank to unacceptable risk of loss. Notwithstanding any such suspension or termination, this section and the Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

Ownership and License. You agree that the Bank and/or its service provider(s) retain all ownership and proprietary rights in Mobile Deposit, and all associated content, technology, and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, your breach of this Agreement, as it pertains to Mobile Deposit, immediately terminates your right to use Mobile Deposit. You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the technology for Mobile Deposit; copy or reproduce all or any part of the technology for Mobile Deposit; or interfere or attempt to interfere with the technology for Mobile Deposit. We and our technology partners or Processor retain all rights, title, and interests in and to Mobile Deposit and all software and developments made available to you.

STOP PAYMENT

You may use Digital Banking to initiate an electronic stop payment request for any check written on your Accounts. You agree to provide all required information relating to stop payment requests. If you fail to provide us with complete information or if the information you provide is incorrect, you agree that we are not liable for any failure to stop payment on the applicable check. You understand that if the stop payment request comes after our stop-payment cutoff time (as set out in your Account Agreement or our Website), or is otherwise too late for us to have a reasonable time to act on it prior to paying, settling for, posting, or becoming accountable for the check described in the request, then your stop payment request shall be of no force or effect and we shall have no liability to you for any failure to stop payment. You agree to confirm that the check has not been posted to your Account in your transaction history prior to submitting a stop payment request. You agree not to make a claim against us if the check is paid through inadvertence, accident, oversight, or if we are required to pay such check by a holder in due course or if by reason of such payment, other items drawn on your Account(s) are returned insufficient.

You agree to indemnify and hold harmless the Bank and its shareholders, affiliates, officers, directors, representatives, agents, employees, successors, and assigns from and against any and all Losses arising from or relating to our refusal of payment of any check or other item in accordance with your instructions. All applicable fees will apply as set out in our Schedule of Fees or otherwise provided in any Account Agreements or other notice to you.

NO REPRESENTATIONS AND WARRANTIES; LIABILITY LIMITATIONS

NO REPRESENTATIONS AND WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES, AND ALL INFORMATION AND CONTENT ASSOCIATED WITH THE SERVICES, IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE AND OUR SERVICE PROVIDERS AND AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES OR CONTENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES OR CONTENT WILL BE UNINTERRUPTED OR ERROR FREE (OR THAT ANY ERRORS WILL BE CORRECTED), WITHOUT BREACHES OF SECURITY, OR TIMELY AND WITHOUT DELAYS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS.

Limitations on Liability. Bank’s sole duty is to exercise ordinary care in the performance of its obligations under this Agreement. You agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care. Without limiting the foregoing, and except to the extent expressly provided in this Agreement or by Applicable Law or for the Bank’s gross negligence or intentional misconduct, Bank shall have no liability, and you hereby release Bank from any such liability, for any Losses arising from or relating to: (a) your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or due authorization of any entry, funds transfer order, or other instruction received from you); (b) the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any other financial institution, any transmission or communication facility, any receiver or receiving depository financial institution, any Carrier, and any Third Party, and no such person shall be deemed our agent; (c) any failure of the hardware or software utilized by a Third Party to provide any part of the Services to you; (d) your use of or connection to a Communication Device or the Internet; (e) any data supplied by you that is inaccurate, incomplete, not current, or lost in transmission; (f) any failure to act sooner than required by this Agreement, the applicable terms of any Account Agreements, or Applicable Law; (g) any failure to take action if we had discretion not to act; (h) any deficiencies in the accuracy, completeness, availability, or timeliness of any information you receive from us, or for any investment or other decision made by you using any such information; (i) any defect in any Communication Device or resulting from any virus, cookies, spyware, or similar problem which may affect or result from your use of the Communication Device, Services, or Security Procedures; and (j) your inability to use the Services or complete any transaction through the Services because: (i) you do not have sufficient Available Funds in your Accounts; (ii) Bank’s communications systems or computer system are not working properly or are undergoing repair or maintenance; (iii) of any act or omission of any Communication Device, Third Party Services, Third Party Materials, or Third Party; or (iv) of circumstances beyond Bank’s control (such as, without limitation, fire, flood, loss of power, pandemic, or interruption of communication systems) that prevent the ability to use the Services or completion of the transaction.

Without limiting the foregoing, we shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall we be liable for any damages resulting from our action or inaction which is consistent with Applicable Laws, the Rules, our policies and procedures, or general banking customs and usage. To the extent required by Applicable Law, we will compensate you for loss of interest on funds as a direct result of our failure to comply with such Applicable Laws in executing electronic transfers of funds, if such failure was within our control.

IN NO EVENT SHALL BANK BE LIABLE, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) FOR LOST PROFITS OR REVENUES, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, REPORTS, DOCUMENTATION, OR SECURITY, OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES. BANK DOES NOT GUARANTEE THAT DATA SUBMITTED OR HELD IN STORAGE ON OR THROUGH DIGITAL BANKING WILL BE SECURE FROM UNAUTHORIZED ACCESS OR FREE FROM ERRORS OR OMISSIONS. YOU ACKNOWLEDGE AND AGREE THAT THE AMOUNT OF ACTUAL DAMAGES RELATING TO A BREACH OF BANK’S OBLIGATIONS WITH RESPECT TO THE SERVICES IS DIFFICULT TO ASCERTAIN, AND THAT UNLESS OTHERWISE SPECIFICALLY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY LIABILITY OF BANK ARISING FROM OR RELATING TO THE SERVICES, SHALL BE LIMITED TO LIQUIDATED DAMAGES EQUAL TO THE LESSER OF CUSTOMER’S ACTUAL DAMAGES OR \$1,000.00. IN THOSE STATES THAT DO NOT ALLOW THE ABOVE LIMITATIONS OF LIABILITY, THE LIABILITY OF US AND OUR SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. ALL LIMITATIONS OF LIABILITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

NOTWITHSTANDING THE FOREGOING, IF YOU ARE A CONSUMER, THE LIABILITY PROVISIONS OF THE ADDITIONAL DISCLOSURES AT THE END OF THIS AGREEMENT SHALL APPLY TO ELECTRONIC FUNDS TRANSFERS (AS DEFINED IN REGULATION E) TO OR FROM CONSUMER ACCOUNTS. FURTHER NOTWITHSTANDING THE FOREGOING, IF YOU ARE CONSUMER, THEN THE PROVISIONS SET OUT IN SCHEDULES B AND C GOVERN AS TO ANY INCONSISTENCY BETWEEN THE PROVISIONS SET OUT ABOVE AND THE PROVISIONS SET OUT IN SUCH SCHEDULES.

INDEMNIFICATION

IN ADDITION TO ANY OTHER INDEMNIFICATION OBLIGATIONS SET OUT HEREIN OR IN ANY ACCOUNT AGREEMENTS, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU SHALL INDEMNIFY AND HOLD HARMLESS THE BANK AND ITS AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES ARISING OUT OF OR RELATING TO, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED DIRECTLY BY BANK'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT: (A) YOUR USE OR MISUSE OF THE SERVICES; (B) YOUR BREACH OF ANY CUSTOMER OBLIGATIONS UNDER THIS AGREEMENT OR ANY ACCOUNT AGREEMENTS; (C) YOUR VIOLATION OF ANY APPLICABLE LAWS; OR (D) ANY ACTS OR OMISSIONS OF CUSTOMER OR ANY REPRESENTATIVE OF CUSTOMER.

Regarding each and every indemnification obligation of yours under this Agreement, you shall not settle any claim made against Bank without Bank's prior written consent. Bank reserves the right, in its sole and exclusive discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification herein, and in such case, you shall cooperate with Bank's defense at your sole cost and expense. All indemnification obligations under this Agreement shall survive termination of this Agreement.

PROPRIETARY RIGHTS

The Services and all content are licensed or owned by Bank and are protected under copyright, trademark, and other applicable United States and international laws and treaties. As between you and Bank, Bank shall remain the sole owner of the Services including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto. You agree not to take any action in violation of Bank's proprietary rights as set out herein. Without limiting the generality of the foregoing, you shall not, directly or indirectly: (a) license, sell, lease, or otherwise transfer any part of the Services to any other person; (b) alter or permit a third party to alter any part of the Services including, without limitation, any copyright, trademark, or other proprietary rights notices that appear in the Services; (c) disassemble, decompile, reverse engineer, or otherwise attempt to derive source code or other trade secrets from any part of the Services; (e) collect information from the Services using an automated software tool or manually on a mass basis; (f) use automated means to access the Services, or gain unauthorized access to the Services or to any accounts or computer system connected to the Services; (f) obtain or attempt to obtain access to areas of the Services or Digital Banking platform that are not intended for access by you; (g) overburden, disrupt, or harm the Services or Digital Banking platform; (h) access or use the Services for any unlawful purpose or otherwise beyond the scope of the rights granted herein, or use the Services in a manner that is fraudulent or involves theft; (i) infringe upon any third parties' rights; or (j) knowingly provide any information to Bank which is false or misleading.

With regards to any software used in connection with the Services, you shall not, directly or indirectly: (a) copy, download, or store the software in a retrieval system for any other purpose; (b) modify, translate, adapt, or otherwise create derivative works or improvements of the software; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the software; (d) rent, lease, lend, sell, sublicense, assign, distribute, redistribute, publish, transfer, or otherwise make available the software to any third party; or (e) remove, disable, or circumvent any copy protection, rights management, or security features in or protecting the software. Bank may, from time to time in its sole and exclusive discretion, develop or provide software updates, which may include upgrades, bug fixes, patches, and other error corrections or new features. Updates may also modify or delete, in their entirety, certain features and functionality of the Services. You agree that Bank has no obligation to provide any updates or to continue to provide or enable any features or functionality of the Services.

ELECTRONIC COMMUNICATIONS

The communications between you and Bank by the Services use electronic means. For contractual purposes, you consent to transact business with Bank electronically, to receive communications from Bank in electronic form, and to the Bank requesting and obtaining from you electronic signatures. Without limiting the foregoing, you agree that all electronic communications Bank receives on the Digital Banking platform, or otherwise in connection with the Services including, without limitation, instructions regarding your Accounts, shall be deemed to be valid, authentic, and binding upon you. Such communications shall be given the same legal effect as written and signed communications and shall be deemed to be “written” or “in writing”. You agree not to dispute the validity or enforceability of any such communications or resulting transactions. You are responsible for providing Bank with a valid email address to accept delivery of electronic communications and must notify us of any changes or updates thereto. You agree that you shall be deemed to have received any electronic messages sent to you when they are made available to you. You have the option to view, save, or print PDF versions of your Account documents and other electronic communications from the Digital Banking platform. You acknowledge receipt of and agree to the terms of the Electronic Delivery Agreement.

MISCELLANEOUS

Audit Rights. Bank may at any time audit your compliance with this Agreement and you will give Bank access to such records as may be necessary to perform such audit.

Notices. Any notice that you give to us is effective only when we actually receive it. You authorize us to, and you agree that we may, except to the extent prohibited or limited by Applicable Law, send any notice or communication that we are required or permitted to give to you under this Agreement (including, without limitation, notice of any change to Digital Banking or this Agreement) to your mailing address or your email address as it appears on our records, or electronically by posting the notice on the Digital Banking platform, on an Account statement, or by facsimile, and that any such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly of any change in your mailing address, email address, or other contact information, and you acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon such notice. You agree that we may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner. Our contact information is set out on the first page of this Agreement.

Entire Agreement; Integration. We and you acknowledge and agree that this Agreement and any amendments hereto, and all other documents incorporated by reference therein, constitute the complete and exclusive statement of the agreement between you and us with respect to Digital Banking Services and supersede any prior oral or written understandings, representations, and agreements between the parties relating to Digital Banking. Notwithstanding the foregoing, this Agreement is in addition to any other agreements and disclosures between you and us.

Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the maximum extent permitted by Applicable Law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue in full force and effect. In the event that any statute, regulation, or government policy to which we are subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and we shall incur no liability to you, and you hereby release us from any such liability, as a result of our compliance with such statute, regulation, or policy.

Assignment and Delegation. We may assign any of our rights or delegate any of our responsibilities in whole or in part without notice to or consent from you. You may not assign, delegate, or otherwise transfer your rights or responsibilities under this Agreement without our prior written consent, which consent we may grant or withhold in our sole and exclusive discretion.

Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and the parties’ successors and permitted assigns. This Agreement is for the benefit only of the parties or otherwise designated parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

Non-Waiver. No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

GOVERNING LAW; MANDATORY VENUE; JURY WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE

WITH THE LAWS OF THE STATE OF MISSOURI. ANY LITIGATION ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE SERVICES SHALL BE BROUGHT AND PROSECUTED ONLY IN THOSE STATE OR FEDERAL COURTS HAVING GEOGRAPHIC JURISDICTION OVER ST. LOUIS COUNTY, MISSOURI, AND YOU AGREE TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. YOU WAIVE THE RIGHT TO A JURY OVER ANY SUCH LITIGATION.

Attorneys' Fees. If any legal action is brought by us or you against the other regarding this Agreement or the Services, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorneys' fees, costs of court, expert witness fees, and other expenses of action.

Recording of Communications. Except as otherwise required by Applicable Law, you and we agree that all telephone conversations or data transmissions between us or our respective agents made in connection with this Agreement or the Services may be recorded and retained by either party by use of any reasonable means.

Relationship. You and we are not, and your and our licensors are not, partners, joint ventures, or agents of each other as a result of this Agreement.

Headings and Captions; Interpretations. The headings and captions of the various sections of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof. The words "include" and "including" shall be interpreted as meaning "include without limitation" or "including without limitation."

Compliance. You and we agree to comply with (a) this Agreement and the Account Agreements, and (b) all Applicable Laws and Rules.

Customer Identification Program. You agree to provide to us, before we provide any part of Services to you, any and all information required to comply with Applicable Laws and our policies and procedures relating to customer identification.

Financial Information. You will, upon request by us from time to time, provide us with such financial information and statements and such other documentation as we reasonably determine to be necessary or appropriate showing your financial condition to enable us to evaluate our exposure or risk and establish any transaction limits that may apply for your use of the Services. Any limits established by us hereunder shall be made in our sole and exclusive discretion. If we determine, in our sole and exclusive discretion, that providing the Services to you may result in unacceptable credit exposure or other risk to us or will cause us to violate any law, regulation, rule, or order to which we are subject, we may, in our sole and exclusive discretion, and without prior notice or as otherwise required by Applicable Law, further limit your transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or we may terminate any or all of Services then being provided to you.

You authorize us, at our election and as permitted by Applicable Law, directly or through an agent, to obtain your credit report in connection with your request for use of Digital Banking and, at our sole and exclusive discretion, thereafter from time to time in connection with your use of the Services. We may limit your access to Digital Services or the dollar amount and/or frequency of your transfers and payments based on your credit report and/or review of other risk factors.

Termination. You may cancel or terminate your use of Digital Banking at any time by contacting us. Your access to Digital Banking will be suspended upon our receipt of your instructions to cancel Digital Banking services. You will remain responsible for all outstanding fees and charges incurred through the date of cancellation. This cancellation applies only to your access to Digital Banking Services and does not terminate your Account(s). We reserve the right to terminate or suspend your use of Digital Banking or any feature of Digital Banking for any reason and at any time. We will provide you with notice of such termination to the extent required by Applicable Law.

Change in Terms. We may at any time change the terms governing your use of Digital Banking including, without limitation, the terms of this Agreement, the fees and charges associated with Digital Banking, and any policy or procedure affecting your use of Digital Banking. We will provide you with notice of such changes when and as required by Applicable Law. All changes will be effective upon the date provided in the notice. However, if the change is in your favor (such as the termination or reduction of a fee), we may provide you with notice of the change after it is effective. We will post any required notice on our Website or forward it to you by email or by postal mail, or as otherwise required by Applicable Law. Your continued use of any of the Services indicates your acceptance of the change in terms. You acknowledge and agree that the applicable Account Agreements and any associated disclosures govern changes to fees applicable to specific Accounts, including changes to those fees set forth in the Schedule of Fees.

Electronic Mail. Because normal Internet email transmissions may not be secure, you agree to log in to Digital Banking and contact us electronically only through any secure messaging service that we may make available to you for any inquiries or requests that you may have regarding your Accounts. We may refuse to act on instructions sent by you from an external email address other than through the secure messaging service that we make available to you through Digital Banking. We may not immediately receive email that you sent. Therefore, you should not rely on email if you need to communicate with us immediately (for example, to report a lost or stolen ATM or debit card and/or password, to report an unauthorized transaction from one of your Accounts, or to report an error on your statement). We will not take actions based on your email requests until we actually receive your message and have a reasonable opportunity to act.

SCHEDULE A

DEFINITIONS

The following terms are used throughout this Agreement and have the meanings indicated below, unless otherwise specified in a particular section of this Agreement:

Account(s) means any Deposit Account(s) and Credit Account(s) that you may have with us.

Account Agreement(s) means the terms and conditions of any agreements, security instruments, disclosures, or other documents governing or relating to your Credit Accounts and/or Deposit Accounts including, without limitation, our Schedule of Fees, each as may be amended from time to time in accordance with the terms thereof. Information regarding balance requirements and interest that may be earned on interest-bearing Deposit Accounts may be found in your Account Agreements.

Agreement means all terms and conditions set out in this Digital Banking Access Agreement, together with all Schedules hereto, as amended or modified from time to time. Some of the Services may be subject to a separate agreement or terms and conditions not set out in this Agreement (each, a **"Supplemental Agreement"**). The term "Agreement" shall include all Supplemental Agreements provided that the terms of any Supplemental Agreement shall govern as to any inconsistency between the terms of this Agreement and the terms of any Supplement Agreement only with respect to the subject Services of the Supplemental Agreement.

Applicable Law means all state and federal laws, statutes, rules, and regulations applicable to us, this Agreement, or any of the Services and includes, without limitation and as applicable the Rules, National Automated Clearing House Association (**"NACHA"**) rules, regulations, and policies, the Uniform Commercial Code (**"UCC"**), the U.S. Department of the Treasury's Office of Foreign Asset Control (**"OFAC"**) requirements, and all laws, regulations, and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network (**"FinCEN"**).

Available Funds means the balance in a Deposit Account available for withdraw, which includes collected funds on deposit.

Bill Payment Service means the digital/online bill payment service offered by the Bank and any associated service provider as further described in and subject to the terms of the Bill Payment Agreement.

Business means an entity or a natural person that uses Digital Banking for business purposes and other than for personal, family, or household purposes.

Business Day means every Monday through Friday, excluding Bank holidays or other days in which a Missouri state-chartered bank is authorized to close. Saturday and Sunday are not Business Days for purposes of this Agreement.

Carrier means the provider of your mobile communication services.

Communication Device(s) means any mobile, wireless, or other communication device including, without limitation, a computer, Mobile Device, tablet, or any other eligible handheld or wearable communication device that may be used to access the Services, and includes, without limitation, any related software and necessary telephone lines, Internet, or other connections and equipment as needed to access the Services.

Consumer means a natural person that uses Digital Banking for personal, family, or household purposes.

Credit Account(s) means any line of credit, loan, mortgage, or other applicable open-end or closed-end credit that you maintain with us.

Deposit Account(s) means any checking account, money market deposit account, savings account, certificate of deposit, or other eligible deposit account you may have with us.

Digital Banking or Digital Banking Service(s) or Service(s) means the digital/online banking services available from Bank as described in this Agreement and includes, without limitation, all information, materials, content, communications, features, products, services, functions, or actions available, offered, made, obtained, used, or otherwise provided by means of a Communication Device to or by Customer, or by Bank at Customer's instruction or authorization, relating to Customer's Accounts. Without limiting the foregoing, the terms include, without limitation, the Digital Banking platform, and all software used to operate the platform or Services.

Electronic Funds Transfer (or EFT) has the meaning as defined in the Electronic Funds Transfer Act and Consumer Financial Protection Bureau Regulation E to mean an electronic transfer of funds initiated by a computer or similar device to or from a Consumer's Deposit Account.

Enrollment Form means your digital consent or paper enrollment form accepted by us that designates Accounts that you wish to access using Digital Banking and such additional features or Services that you request to use, and we may approve in our sole and exclusive discretion from time to time.

External Transfers means electronic transfers of funds from an eligible Account at Bank to your accounts at other financial institutions on either a one- time or recurring basis.

Internal Transfers means electronic transfers of funds between your eligible Accounts at the Bank.

Losses means any and all claims, causes of action, fines, penalties, fees, costs and expenses (including, without limitation, attorneys' fees and legal expenses, regardless of whether suit is filed), damages, and liabilities.

Mobile Deposit Account means the Account for which you use Mobile Deposit to remotely deposit checks in accordance with the terms and conditions of this Agreement.

Mobile Device means a mobile phone, tablet, or other equipment with a mobile carrier, operating system, data plan, software, and hardware supported by us.

Privacy Policy means our policy and disclosure regarding the personally identifiable information that we collect about you, and who we may share it with, which may be located at <https://www.ubu.bank/privacy-policy>.

Provisional means that any credit made to your Account is subject to final payment and subject to the terms of the Account Agreements.

Schedule of Fees means, at any given time, our current Rate and Fee Schedule applicable to Deposit Account(s) opened by you and maintained with us, as well as those applicable to Digital Banking Services, which can be located at <https://www.ubu.bank/resources/fee-schedule>, as it may be amended from time to time with notice to you as required by Applicable Law.

SCHEDULE B

ADDITIONAL DISCLOSURES REGARDING ELECTRONIC FUNDS TRANSFERS (EFT)

If you are a Consumer, the following disclosures regarding Electronic Funds Transfers (EFT) apply to you. Such disclosures do not apply if you are a Business.

ACCOUNT STATEMENTS

We report your Digital Banking transactions on the periodic statements for your Account(s). You agree to review your periodic statement promptly after you receive it, or it is made available to you through Digital Banking in accordance with this Agreement and the terms of your Account Agreements. You also agree to tell us promptly about any change in your address so that we may send your periodic statement(s) and communications to your correct address. Certain Deposit Accounts, including but not limited to Savings Accounts, CDs, and IRAs, will receive a quarterly statement if there is no EFT activity.

A copy of any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

ERRORS OR QUESTIONS ABOUT DIGITAL BANKING, OR UNAUTHORIZED DIGITAL BANKING TRANSACTIONS FROM YOUR DEPOSIT

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this Agreement as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. Also, if your statement for a consumer Account shows transfers covered by this Agreement that you did not make or authorize, tell us at once. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days 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 telling us, we will extend the time periods. The best way to minimize your loss is to call us IMMEDIATELY.

1. Tell us your name and Deposit Account number (if any)
2. Describe the error or the 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, and what information you need.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involves a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate. If we decide to do this, we will credit your Account within 10 business days (20 business days if the transfer involved a new Account) 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 within 10 business days, we may not credit your Account. Your Account is considered a new Account for the first 30 days after the first deposit is made, unless each of you already has an established Account with us before this Account is opened. We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

When you give someone your Login ID or password, you are authorizing that person to use the Services for your Accounts, and you are responsible for all Digital Banking transactions the person performs using your Services. All transactions that person performs, even transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized, so long as we have had a reasonable opportunity to act on your notice. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, you should sign-off after every Digital Banking session and close your browser to ensure confidentiality. Tell us AT ONCE if you believe your Login ID or password has been stolen or compromised or if someone has transferred or may transfer money from your Account without your permission.

DISCLOSURE OF DEPOSIT ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your Deposit Account and/or the Digital Banking transactions you make:

1. Where it is necessary for the completion of a Digital Banking transaction or to resolve errors;
2. For verification of the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or court order or lawful subpoena;

4. If you give us your written permission, which will expire after forty-five (45) days;
5. To our employees, auditors, attorneys, and collection agencies in the course of their regular duties; or
6. Otherwise, in accordance with our <https://www.ubu.bank/privacy-policy>.

RIGHT TO GET DOCUMENTATION OF EFTS

You will get a monthly statement covering the EFT transactions that you conduct on your Deposit Account (unless there are no EFTs in a particular month, in any case you will get a statement at least quarterly). You agree to review your monthly statement promptly after you receive it in accordance with this Agreement and your Account Agreements. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address. Certain Deposit Accounts, including but not limited to Savings Accounts, CDs, and IRAs, will receive a quarterly statement if there is no EFT activity. A copy of any documentation provided to you that indicates that an EFT transaction was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

STOP PAYMENT OF PREAUTHORIZED EFTS

If you have told us in advance to make regular, preauthorized EFTs from your Deposit Account(s), you can stop any of these payments subject to the terms set out in this Agreement. Call or write to us at the phone number and/or address provided in this Agreement.

In order to stop payment on preauthorized EFTs, we must be notified at least three (3) Business Days prior to the regularly scheduled EFT date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We may charge you a fee (as provided in our Schedule of Fees) for each stop payment order that you give.

LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED EFTS FROM YOUR DEPOSIT ACCOUNTS

If you order us to stop one of these payments from your Deposit Account(s) three (3) Business Days or more before the transfer is scheduled and otherwise in compliance with the terms of the Agreement, and we do not do so, we will be liable for your losses or damages, subject to the limitations set forth in your Account Agreements and elsewhere in this Agreement.

OUR LIABILITY IF WE FAIL TO MAKE CERTAIN EFTS FROM YOUR DEPOSIT ACCOUNTS

If we do not complete an EFT to or from your Deposit Account on time or in the correct amount according to our agreement with you, we will be liable only for your losses or damages. However, there are some exceptions to our liability to you. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have sufficient Available Funds in your Deposit Account(s) to make the transfer.
2. If the transfer would go over the credit limit on any overdraft line of credit associated with your Deposit Account.
3. If the Service was not working properly and you knew or should have known about the breakdown when you started the Digital Banking Transaction.
4. If circumstances beyond our control prevent us from making a transfer or payment, despite reasonable precautions that we have taken (such circumstances include Internet or wireless telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods).
5. If you do not give proper, complete, or correct transfer instructions, or you do not follow the procedures in this or any other Account Agreements with us for requesting such Services.
6. If your User ID and/or password has been reported lost or stolen, or we have canceled your User ID and/or password, or the Services.
7. If we have reason to believe that you or someone else is using the Service for fraudulent or illegal purposes.
8. If the funds in your Deposit Account are subject to legal process or other encumbrances restricting their transfer.
9. There may be other exceptions and limitations stated in this Agreement and in our Account Agreements with you.

ELECTRONIC FUND TRANSFERS (EFTS) GENERALLY

Your use of Digital Banking, including the Mobile Banking Service, is subject to the Electronic Fund Transfer Act. In addition to the foregoing, please see the Electronic Fund Transfers Disclosure section of your Account Agreements or otherwise received when you opened your Deposit Account(s), which also discloses important information concerning your rights and obligations for EFTs.

SCHEDULE C

ADDITIONAL PROVISIONS FOR CONSUMERS

This portion of the Agreement applies to Consumers only and describes additional terms and conditions applicable to all Consumer use of Digital Banking.

Overdrafts; Setoff. We are not obligated to complete any transaction in connection with Digital Banking if there are insufficient Available Funds in your Account to complete the transaction. Notwithstanding the foregoing, we may, in our sole and exclusive discretion, honor one or more such transactions. The honoring of one or more of your overdrafts, however, does not obligate us to honor any future overdrafts. If you have any Overdraft Protection feature with your Deposit Account, any check or debit that overdraws such Deposit Account may be honored up to your available credit limit. In the event any actions by you result in an overdraft in any of your Accounts including, without limitation, your failure to maintain sufficient Available Funds in any of your Accounts, you shall be responsible for repaying the overdraft and any fee associated therewith immediately and without notice or demand, except as otherwise required by Applicable Law. Except to the extent prohibited or limited by Applicable Law, we have the right, in addition to all other rights and remedies available to us, to set-off the unpaid balance of any amount owed to us in connection with Digital Banking against any debt owing to you by us including, without limitation, any obligation under a repurchase agreement or any funds held at any time by us, whether collected or in the process of collection, or in any other Account maintained by you at or evidenced by any certificate of deposit issued by us. If any of your Accounts become overdrawn, under-funded or for any reason contain a negative balance, then we shall have the right of set-off against all of your Accounts and other property or deposit Accounts maintained with us, and we shall have the right to enforce our interests in collateral held by us to secure your debts to us arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated, except to the extent prohibited or limited by Applicable Law.

Disclosure of Information. We respect your right of privacy. Information about your Account or any transactions between you and us will not be disclosed to third parties except in accordance with this Agreement, Applicable Law and our Privacy Policy. You acknowledge and agree that all information collected by us is subject to our Privacy Policy. By using Digital Banking Services, you agree to our Privacy Policy and consent to all actions we take with respect to your information in compliance with our Privacy Policy.

SCHEDULE D

ADDITIONAL PROVISIONS FOR BUSINESSES

This portion of the Agreement applies if you are a Business or an individual performing transactions from Business Accounts.

COMPANY REPRESENTATIVE IF YOU ARE A BUSINESS ENTITY

It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using our Digital Banking and Mobile Banking.

Each person using your access codes will have the ability to:

1. Make transfers from Accounts, regardless of the dollar amount of the transaction.
2. Make transfers regardless of whether he/she/they are otherwise an authorized signer or an obligor on any Accounts that are accessed.
3. Obtain information that we make available about Accounts.
4. Obtain other services or perform other transactions that we authorize or allow.
5. Allow anyone else to use those access codes to make transfers or obtain information or other services.

You agree to train all company representatives and employees in the proper use of the Services. You agree to reconcile and balance all transactions made through the Services on a daily basis.

YOUR LIABILITY FOR TRANSACTIONS FROM BUSINESS ACCOUNTS

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted access codes yourself. You may call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Digital Banking Service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes.

This is so even if the person obtaining access:

1. Is not a company representative.
2. Exceeds your authority or that granted by any company representative.
3. Does not have your authority.
4. Has had his/her/their authority changed or revoked.
5. Is an imposter or thief.

You agree to be bound by all transactions from any Business Account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, Digital Banking.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so.

You agree to promptly examine all Account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

SECURITY PROCEDURES

By entering into this Agreement and using Digital Banking to perform transactions from Business Accounts, you agree to comply with all of our present and future Security Procedures with respect to transactions and Services covered by this Agreement. This includes, without limitation, protection of access codes (which are deemed to be part of your Security Procedures) and other personal and business

information. Our Security Procedures are contained in this Agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current Security Procedures in this Agreement and other documents we may provide to you. You agree that our current Security Procedures are commercially reasonable. We may at any time change our Security Procedures. We may notify you of such changes to the extent they affect your use of transactions and Services under this Agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our Security Procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any Security Procedure which may from time to time be in effect for detecting errors in transactions covered by this Agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such Security Procedure to detect such errors, regardless of the manner in which we apply such Security Procedures.