



United Bank (hereafter, "the Bank") Online Banking Agreement and Disclosure

1. Consent to Receive Agreements and Disclosures in Electronic Form. By clicking "ACCEPT", you agree that we may provide this Agreement to you in electronic form. Your consent to receive this disclosure electronically will allow you to continue with the enrollment process. By clicking "ACCEPT" you also agree to allow us to provide other agreements and disclosures to you in electronic form in the future, including amendments to this Agreement.

When you use any of the Online Banking services described in this Agreement you agree to meet the following technology requirements for accessing this Agreement and other agreements and disclosures we may provide you in in the future in electronic form:

- Access to an Internet service account and have the current version or one version prior of Internet Explorer Chrome, Firefox or Safari (for Mac users only) and Adobe Reader.
- You have the ability to save files on a storage device for later reference or you are connected to a printer that will print out information displayed on your Internet browser.

You may withdraw your consent to receive future documents in electronic form at any time. If you wish to withdraw your consent or if you want to receive this Agreement in paper form, please contact the bank by calling us at 866-959-2265 or email us through the secure email function of Online Banking. After you withdraw your consent, we will mail any disclosures or agreement to you at the mailing address reflected in our records for you.

If you want a paper copy of this Agreement or you need to update your e-mail address or other contact information with us, you may do so by calling us at 866-959-2265 or email us through the secure email function of Online Banking.

By signing this Agreement electronically you signify that you are able to open, print and download this Agreement.

2. Accepting the Agreement. When you use any of the Online Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

3. What This Agreement Covers. This Agreement between you and the Bank governs the use of the Online Banking services. These services permit Bank customers (consumers, sole proprietors and other business customers who are account owners) to perform a number of electronic banking functions through the use of a personal computer or, for some functions, a Mobile Device, on accounts linked to the Online Banking services. "Business" includes sole proprietors, non-consumer business entities, and individual owners of the business, unless the context indicates otherwise.

4. Definitions. In this Agreement, the words:

- "Agreement" means this Online Banking Agreement and Disclosure.
- "You", and "Your" shall refer to each customer or person who accepts this Agreement or uses the Online Banking service.
- "We", "Us", "Our", and "Bank" shall refer to United Bank.
- "Online Banking" refers to the Bank's online banking services, including all Mobile Banking and Mobile Check Deposit services, described in this Agreement.
- "Business day" - every day is a business day except Saturdays, Sundays and federal holidays. All references to time of day in this Agreement refer to Eastern Time, unless mentioned otherwise.

- "Capture Device" means any device acceptable to us from time to time that provides for the capture of images and for transmission through the clearing process.
- "Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.
- "Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21.
- "Item" means a check you deposit through the Mobile Check Deposit service.
- "Mobile Banking" means the Bank's mobile banking service you may use to access Online Banking through your Mobile Device.
- "Mobile Device" means a cellular telephone or similar wireless communications device like a tablet (1) that is installed with software permitted by us ("Mobile Banking Software") that you have downloaded in order to conduct Mobile Banking transactions, or (2) that is capable of conducting Mobile Banking transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging).
- "Mobile Check Deposit" - Online Banking service that permits you to deposit Items to your Account by creating Images of such Items using a Capture Device, and transmitting such Images to us for deposit.
- "Mobile Deposit" is a deposit you make through the Mobile Check Deposit service.
- "Paper Item" means a paper item.
- "Transfer" means a transfer of funds that is allowed by this Agreement and conducted through our Online Banking service.

5. Relation to Other Agreements. Your use of Online Banking services, including for Transfers, and Mobile Check Deposit, may also be affected by the agreements between us for your linked Bank accounts. For example, you cannot make more than six (6) preauthorized transfers, telephone transfers or Online Banking transfers from a Money Market or Savings Account per statement cycle. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other terms and conditions or restrictions that might impact your use of an account with Online Banking.

If this Agreement conflicts with another agreement, or another agreement has terms that are not addressed in this Agreement, then this Agreement will control and take precedence, unless this Agreement specifically states otherwise, but only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding Online Banking or features that appear in another agreement covering your accounts, but not in this Agreement, will apply.

6. Information Regarding the Bank's Online Banking. You may use Online Banking at any time, day or night, seven (7) days a week; however, Online Banking may occasionally be unavailable due to bank record updating, system maintenance or technical problems.

If you access Online Banking through the Bank's Downloadable Mobile Banking Application ("Mobile Banking App") or by using your Mobile Device's web browser ("Mobile Web") all of the features of Online Banking may not be available. To access all features and services we offer, sign in directly through our website at www.bankatunited.com from a personal computer. Within Online Banking, you can also access additional services such as Bill Payment.

Online Banking is not directed to individuals under the age of thirteen (13) and such individuals should not attempt to register to use Online Banking.

7. Services Available through Online Banking.

You may use Online Banking to:

- Transfer funds, as described in this Agreement.
- View current account balance information for your Bank accounts. Note the balance may not reflect your most recent transactions and may include funds which are not immediately available for withdrawal.

- Review and print current statement, previous two statements, and current transactions since your last statement.
- Review and print images of your paid checks.
- Perform self-service account maintenance including re-ordering checks, stopping payments on checks, changing your Online ID and Online passcode, and change your email address.
- Send us secure online mail messages and questions regarding your Online Banking service
- Download financial information into Microsoft Money, Intuit's Quicken or QuickBooks (Software not provided by the Bank).
- Make Bank loan payments by transferring funds from your checking or statement savings account at the Bank.
- Find ATM and branch locations through your Mobile Device.
- Mobile Check Deposit service.

Some of the above services may not be available for certain accounts, customers or if you access Online Banking through Mobile Banking App or Mobile Web.

8. Mobile Check Deposit Service. The Mobile Check Deposit service enables you to use a United Bank Mobile Banking application and certain hardware (such as a smartphone or other mobile device) approved by us to:

- create electronic images of the front and back of certain Paper Items and
- transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing.

You can make deposits into eligible checking or savings account: Essential Checking or Savings, Benefits Checking or Savings, Relationship Checking or Savings, Generations Checking, Essential Business Checking, Benefits Business Checking or a Prime Money Market Account.

A. “Electronic Item” means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:

1. create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the “Paying Bank”);
2. include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
3. present or post any Electronic Item for which we are the Paying Bank.

B. Types of checks available for deposit. You can deposit checks payable in U.S. dollars and drawn at any U.S. bank. They must also be payable to, and endorsed by the account holder. The following items are eligible for the Mobile Check Deposit service:

- Personal checks,
- Business Checks,
- Cashier’s Checks

You agree to restrictively endorse all Items as “For Mobile Deposit Only” or as otherwise instructed by United Bank. We may, but are not obligated to, accept for deposit Items that are not so endorsed. We are not liable to you or any third party if we do accept an Item that is not so endorsed.

Please mail or visit a local branch to deposit the following items, which are currently not accepted via the Mobile Check Deposit service:

- Checks from foreign banks,
- Travelers checks,
- remotely created checks (whether in paper form or electronically created),
- U.S. savings bonds,
- U.S. postal money orders,

- Government/Treasury checks
- Cash

Checks that may not be deposited through the Mobile Check Deposit service include checks that: i) are issued by you, or by any other person on any of your accounts or any account on which you are an authorized signer or joint account holder, or any account of any business entity of which you are a principal, officer or authorized signer; ii) contain obvious alteration to any of the fields on the front of the Check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the account holder; iii) are substitute checks as defined by Check 21 or IRDs that purport to be substitute checks and which have been previously endorsed by a financial institution; iv) are dated more than six (6) months prior to the date of deposit; v) have a duplicate MICR code line; vi) are missing or have an invalid or incorrect routing number; vii) are photocopies or otherwise not original paper Checks when they are scanned; viii) are issued to multiple parties; ix) are third party or second endorsed Checks; x) do not qualify as “original checks” as defined in Regulation CC.

The image of an item transmitted to Bank using the Mobile Check Deposit service must be legible and contain images of the front and back of the Item. The image quality of Items 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, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Item image: the amount of the Item (both written and numeric); the payee; the signature of the drawer (maker); the date; the Item number; the information identifying the drawer and the paying financial institution that is preprinted on the Item including the MICR line; and all other information placed on the Item prior to the time an image of the Item is captured (such as any required identification written on the front of the Item and any endorsements applied to the back of the Item).

F. Limits

We may establish limits on the dollar amount of deposits you make through the Mobile Check Deposit service. The deposit limits apply per account. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Dollar limits - New accounts have a lower deposit limit for the first 3 months after the account opening.

- New Accounts - You can deposit up to \$1,500 per day with a monthly maximum of \$2,500.
- Existing Accounts (Accounts that are not new) - You can deposit up to \$2,500 per day with a monthly maximum of \$10,000.

G. Fees. We may charge a Mobile Deposit per Item Fee depending on your account type as disclosed in the Schedule of Fees. You are responsible for paying the fees for use of the Mobile Check Deposit Service. You authorize the Bank to deduct any such fees from any account in your name.

H. Funds Availability.

- Money from Mobile Deposits is not available for immediate withdrawal.
- You agree that Images transmitted using the Service are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC.
- If we receive a Mobile Deposit that complies with the terms of this Agreement on a business day that we are open before 6:00 pm **eastern time**, the deposit will be credited to your account and **generally** available the next day. Deposits made after 6:00 pm **eastern time** will be credited to your account the next business day and **generally** available on the second business day. Our cutoff time is 6:00 pm **eastern time**. We may change this cutoff time without notice to you. Every day is a business day except Saturdays, Sundays and federal holidays.

For example, if you make a deposit before the cut-off time on a Monday funds are generally available on Tuesday. If you make a deposit after the cut-off time on a Friday, funds are **generally** available on the following Tuesday. You'll know that your deposit is available when the amount appears in the available balance of the account you selected when you submitted your Mobile Deposit.

I. Returned Items.

You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Mobile Check Deposit service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.

We may, at our option, terminate your access to the Mobile Check Deposit Service if you have more than 1 Item deposited through the Mobile Check Deposit service returned unpaid in any 90-day period. If we choose not to terminate your access to the service on one occasion we will not be precluded from later exercising our right to terminate on any future occasion.

J. Handling of Transmitted Items.

You agree to properly endorse all Items that you deposit via the Service. You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to the Bank.

After transmitting the Electronic Item to us, you will retain the original Paper Items for a minimum of fourteen (14) calendar days, from the transmission date ("Retention Period"). During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely destroy original Paper Items.

If we return an Item to you unpaid for any reason (for example, because payment was stopped or there were insufficient funds to pay it) you agree not to redeposit that Item via the Mobile Check Deposit Service.

K. Limitation of Liability. The Bank shall not be liable to you for any damages or losses that you may suffer or incur in connection with the Mobile Check Deposit, including, without limitation, any failure to provide, or delay in providing, access to the service, except:

- a) as specifically stated in this Agreement; or
- b) to the extent such damages or losses are solely and proximately caused by our gross negligence or willful misconduct.

Without limiting the foregoing, we shall not be liable to you for any of the following:

- a) any damages, losses, costs or other consequences caused by our actions that are based on information or instructions you provide;
- b) any unauthorized actions initiated or caused by you or your employees, agents or representatives;

c) any refusal of a payor financial institution to pay an Item for any reason (other than that caused by our gross negligence or willful misconduct), including without limitation, that the Item was unauthorized, counterfeit, altered, or had a forged signature;

d) your or any other parties' inability to transmit or receive data; e) if you do not comply with your representations or warranties in this Agreement.

Our liability for errors or omissions with respect to the data transmitted or printed by us in connection with this Agreement will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting and/or representing Items to the payor financial institution. The limitations of liability and remedies in this section are in addition to, and not in lieu of, other limitations or remedies contained elsewhere in our agreements with you.

9. Transfers. You may use Online Banking to make the following types of Transfers:

• **Transfer funds between your linked Bank accounts.** These accounts must be in your name and you may only transfer available funds. Any transfer done after 9:00 p.m. (EST) will be applied the next business day. Funds that are transferred between Business and Personal Accounts may not be available for immediate withdrawal.

• **Bank to Bank Transfers** - Within Online Banking, you may transfer funds between your linked deposit accounts at the Bank and certain deposit accounts owned by you at other financial institutions. The cut-off time to send transfers is 5:30 p.m. EST on business days. Transfers received after 5:30 p.m. EST Friday through Saturday will be processed on Monday, or in the event of a holiday, the next business day.

A. Eligible Accounts for Transfers. The following accounts types are eligible for inbound Transfers:

- Bank checking accounts, NOW accounts, statement savings accounts and money market deposit accounts.
- Checking accounts, NOW accounts, statement savings accounts and money market deposit accounts that you hold at other financial institutions that are able to accept ACH Transfers.

Transfers from the Bank to accounts you hold at other financial institutions may only be done from a Bank Checking Account.

B. Ineligible Accounts for Transfers. The following account types are not eligible for Transfers:

- Individual Retirement Accounts (IRAs).401k Accounts.
- Custodial and Trust Accounts.
- Certificates of Deposits or other time accounts.
- Loan Accounts (including credit card and equity accounts).

C. You will need to provide certain identifying information about each non-United Bank account in order to register that account for this service.

- Some of the above services may not be available for certain accounts, customers, or if you access Online Banking through the Bank's Mobile Banking App.

- The Bank cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner.

- You agree that you will have sufficient available funds in the designated deposit account to cover all outbound transfers on the date each transfer is scheduled to be sent. If the deposit account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees and interest thereon, as set forth in your Deposit Agreement. If we do elect to initiate the transfer, you agree to pay all related fees as disclosed in your Deposit Agreement.

- You agree that the Bank may use any transfer method, such as Automated Clearing House transfer ("ACH"), which we in our sole discretion consider suitable to process your transfer.

D. An Inbound transfer moves funds into an account you own at the Bank from an account you own outside the Bank at other

financial institutions. Funds transferred from another financial institution will generally be available for withdrawal in 2 - 3 business days. The specific time will depend in part upon the time you initiate the transfer, your previous transfer history with the service, the amount of the transfer, and perhaps in part, upon how quickly your financial institution updates your account after receiving the money. Transfers initiated after 5:30 p.m. EST will be posted to your account the following business day.

For inbound transfers, you agree that you will only attempt to register personal accounts outside the Bank that you own for which you have the authority to transfer funds.

E. An outbound transfer moves funds from an account you own at the Bank to an account you own outside of the Bank at another financial institution. You will need to provide certain identifying information about each account outside the Bank in order to register that account for this service. Outbound transfers should be deposited to the account at the other financial institution within 2 business days if they are received by the 5:30 p.m. EST cutoff time. Transfers received after the cutoff time will be processed the following business day and should be available two (2) business days after that date.

F. You can make up to three (3) inbound and outbound transfers per day and no more than an aggregate of \$3,000 in inbound and outbound transfers per day. The Bank may, at its sole discretion, change these limitations at any time based on Bank's underwriting procedures, which may include obtaining your credit score from a third party.

G. Transfers can be one time, scheduled or recurring.

H. Transfer Processing. The Bank will transmit Transfers initiated by you directly or indirectly to the ACH Network as provided in the National Automated Clearing House Association's Operating Rules, as in effect from time to time (the "Rules"), and this Agreement. You authorize us to debit the account(s) you have designated for use in connection with Online Banking for each Transfer. At our option, in the case of a Transfer debited and credited from and to accounts at the Bank ("On-Us Transfer"), the Bank may, in lieu of transmitting such transfer through the ACH Network, credit the account receiving the Transfer on the date a Transfer would have been credited to your account had it been sent through the ACH Network.

10. Preauthorized Electronic Fund Transfers. If you have told us in advance to make any regular payments out of your account, you can stop any of these payments by calling or writing us in time for us to receive your request 3 business days or more before the payment is scheduled to be made. Call us at (866) 959-2265 and ask for the Operations Department, or write us at: United Bank Deposit Operations Department P.O. Box 9020, West Springfield, MA 01090-9020. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) **Liability for failure to stop payment of preauthorized transfer:** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages.

11. Bill Payment Service. In addition to the Online Banking features listed above, Online Banking customers may also use the optional Bill Payment Service to:

- Make one-time or recurring payments online to companies or individuals (Payees) you select within the United States. The Bank has the right to refuse to pay certain payees.
- Change or delete future and recurring payments.

A. Bill Payment Processing. Bank customers with a checking account may use the bill payment function of Online Banking ("Bill Pay") in the following manner:

- Each bill payment (a "Bill Payment") made through the Bank's Online Bill Pay service will be deducted from a checking account you choose. Your authorization in this manner allows the bank to process these payments without your signature. IRS and court ordered payments cannot be made through Bill Pay.
- Sufficient funds must be available in order to complete any authorized payments. Checks, electronic payments, withdrawals and/or other instruments drawn on your account will be paid by the bank in any order decided by the bank.
- Allow 5-7 business days (starting with the business day after the payment is sent according to the schedule below) for your payments to be received by the payee if the payment is sent out by check.
- Allow 2-3 business days (starting with the business day after the payment is sent according to the schedule below) for your payments to be received by the payee if the payment is sent electronically.
- The Bill Pay system will indicate whether a payment will be sent by check or electronically.
- Recurring payments can be set up in the Bill Pay system for the same payee in the same amount and on the same date each month. Those can be set up to go out weekly, biweekly, monthly, semi-monthly, quarterly, semiannually, or annually.
- The Bank is not liable for damages you incur if you do not have sufficient funds in your account to make the payment, if you do not allow sufficient time for delivery to the payee, or due to delays in mail delivery, changes of merchant address or account numbers, the failure of any merchant to process the payment correctly or in a timely manner, or for any other circumstances beyond the control of the Bank.
- Payments submitted before 3:00 AM EST Monday-Friday will be processed (i.e. sent) at 3:00 AM EST. Payments submitted between 3:00 AM EST and 1:00 PM EST will be processed at 1:00 PM EST Monday-Friday. Payments received after 1:00 PM EST on Monday-Friday will be processed the next business day. All payments scheduled to be sent on a weekend will be processed on the business day before the weekend. All payments scheduled to be sent on a holiday will be processed on the business day before that date. Payments you enter into the Bill Pay system on the weekend, recurring or one time, will be processed on the next business day.
- You cannot stop a payment that has been sent out electronically.

B. Bill Pay stop payment or change instructions. YOU MAY ONLY STOP SUCH PAYMENTS AS PROVIDED IN THIS AGREEMENT. The stop payment terms of the deposit account agreement governing your account(s) do not apply to payments made through the Bill Pay service. If the payment is made electronically, you have NO RIGHT TO STOP PAYMENT, except as described below for recurring, preauthorized payments. We may be able to cancel or change single payments that have not yet been sent. We will attempt to change or cancel such payments, provided you have given us advance notice and we have enough time to process your request. We are not responsible for any loss arising from our failure to change or cancel such payments in accordance with your request. For automatic, recurring (preauthorized) payments: If it is too late to cancel an automatic recurring payment, you may stop payment by contacting the Bank at (866) 959-2265 at least three (3) business days before the scheduled payment date. You must inform the Bank of the exact amount of the payment, your account number, payment issue date, payee name, and the reason for the stop. The Bank is not responsible if you fail to describe the payment exactly. Please refer to your fee schedule for Stop Payment charges. Bill Payments that are sent by paper check may have a stop payment placed by using the Bill Pay secure online session, or by calling the Bank's Operations Department at (866) 959-2265. Stop payment of paper checks are not guaranteed. Payees may present paper check payments to their bank before the stop payment has been properly processed, and once a paper check has been paid or cashed by the payee it cannot be stopped.

C. No duty to monitor Bill Pay payments. We do not have any duty to monitor the payments that are made through Bill Pay.

D. Canceling Bill Pay Service. You may cancel your use of the Bill Pay service at any time by sending us a secure message through the Online Banking system or by putting your request in writing. Once the Bill Pay service is cancelled, you will not have access to the Bill Pay portion of the Bank's Online Banking, including but not limited to, the Payment History and Scheduled Payments pages. Any payments scheduled to go out after the cancellation date will not be processed. Cancellation shall not affect your liability or obligations under this Agreement. If the account is a joint account, any owner of the account may ask us to end this Agreement, or end the right to use Online Bill Pay on the account.

E. Bill Pay provisions control. If this section regarding the Bill Pay service conflicts with any other provisions of this Agreement, this Section governs with respect to Bill Pay.

F. Additional provisions for Businesses. The following provisions apply only to bill payments from Business accounts: You agree that use of a password and other security procedures described in this Agreement are commercially reasonable. For payment requests from Business accounts, which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), we are liable only for damages required to be paid under UCC 4A. In no event will we be liable for any exemplary, special, indirect, or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law. If you are a business and an Authorized Representative of yours uses your account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us and our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments, and expenses (including attorney fees) arising out of or in any way connected with such use.

12. Mobile Access to Online Banking. You may gain access to Online Banking through our Mobile Banking service through the use of your Online Banking ID and Password on your Mobile Device. Your Mobile Device must be Internet enabled and connected to the Internet through your mobile communications service provider. You must be enrolled in both Online Banking and our Mobile Banking service. You must enroll the particular Mobile Device(s) that you wish to use with Mobile Banking. We will use reasonable efforts to make Mobile Banking service available for your use on a continuous basis. We do not guarantee functionality of Mobile Banking services (or any Mobile Banking Software) on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. Mobile Banking service may be temporarily unavailable for regular or emergency system maintenance.

Your Mobile Device must support 128-bit encryption.

A. Mobile Carrier Information. By registering a mobile phone number through Online Banking, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to register the number. Check with your "Mobile Phone Service Provider" for details on specific fees and charges. Message & data rates may apply. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Mobile Banking.

We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking.

Your Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

13. Business Accounts. You agree that by giving access to your Online Banking service to any individual, you are authorizing any transfer or transaction that such individual conducts using Online Banking, even if that individual exceeds the authority you have given to them.

14. Limitations on Services. Special rules apply for Money Market and Savings Account withdrawals. You can make no more than 6 preauthorized transfers, telephone transfers, or Online Banking transfers from these types of accounts per statement cycle. There are no restrictions on over-the-counter withdrawals. We will monitor compliance with these limitations based on the date on which the transfer was made.

Pre-authorized arrangements you have with us to pay your Bank loan do not count as part of the six (6) transfers per statement cycle.

15. Security Procedures. An Online Banking ID and Password will be issued to you for security purposes. The first time you log on to Online Banking, you will be prompted to change your Password. You must enter your Online Banking ID and Password each time you log on to Online Banking. Your ID and Password are confidential and you are responsible for keeping them confidential. You agree not to disclose or otherwise make your ID and Password available to anyone not authorized to perform transactions on your accounts.

16. Authorization to Charge Accounts. You authorize the Bank to debit the checking account you designate for all Online Banking transactions, including the amount of any Bill Payment or Transfer that you make plus any charges for Online Banking. You authorize us to process Bill Payments and to transfer funds according to your instructions. You authorize us to initiate any reversing entry and to debit your accounts at the Bank or elsewhere, in order to correct any mistaken credit entry. If a Bill Payment or transfer request describes the recipient incorrectly by name or account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named recipient. All Bill Payments will be made electronically if possible, or by check and your authorization in this manner allows the bank to process these payments without your signature.

17. Documentation and Verification of Payments and Transfers. Upon completion of a Bill Pay transaction or Online Banking Transfer, you will be given a confirmation number. You should record this number, along with the payee, scheduled date and transaction amount in your checkbook register (or other permanent record) because this will help in resolving any problems that may occur. No printed receipts are issued through Online Banking.

18. Periodic Statements. Information concerning Online Banking and Bill Pay transactions will be shown on your regular monthly statement for the account to and from which transfers or payments are made.

19. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE OR RIGHT RELATING TO THE USE OR OPERATION OF ONLINE AND MOBILE BANKING, MOBILE CHECK DEPOSIT, OR THE MOBILE BANKING SOFTWARE, THE ONLINE AND MOBILE BANKING SERVICES, THE MOBILE CHECK DEPOSIT SERVICE AND MOBILE BANKING SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE MOBILE BANKING SOFTWARE, ONLINE BANKING AND MOBILE BANKING SERVICES, AND MOBILE CHECK DEPOSIT SERVICE AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA ONLINE OR MOBILE BANKING, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE, EXCEPT AS PROVIDED BY APPLICABLE LAW OR REGULATION. THE BANK DOES NOT WARRANT THAT ITS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, CORRECTION OR REPAIR CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS.

20. Consumer Liability. The terms and conditions contained in this "Consumer Liability" section apply only to consumer (i.e. non business) users of Online Banking. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you 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 a hospital stay) kept you from telling us, we will extend the time periods. Mobile Check Deposits are not electronic fund transfers and therefore are not subject to this section.

21. Contact Us In Case of Loss of Passwords or Unauthorized Transfers. If you believe your codes have been lost or stolen, call us at: 866-959-2265 or write to: United Bank Deposit Operations Department, P.O. Box 9020, West Springfield, MA 01090-9020 Or send us a secure email through the Online Banking system.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

22. Our Liability (Consumer Accounts). The terms and conditions contained in this “Our Liability” section apply only to consumer (i.e. non business) users of Online Banking. Mobile Check Deposits are not electronic fund transfers and therefore are not subject to this section. We will not be liable in the following instances:

- If, through no fault of ours, you do not have enough available funds in your account to make the payment or transfer.
- If the account has a hold on it for the amount of all or part of the funds necessary to make the transfer.
- If circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken.
- If the equipment, or computer systems were not working properly or were temporarily unavailable.
- Of the funds in your account is subject to legal process or other encumbrance restricting such a transfer.
- If we have a reasonable basis for believing that an unauthorized use of your Password or ID has occurred or may be occurring or if you default under any agreement with us or if you or the Bank terminates the Agreement.
- If the payee does not process a payment correctly or in a timely manner.
- There may be other reasons under Federal or State law why we will not be liable.

If any of the circumstances listed immediately above occur, we will make a reasonable effort to take appropriate corrective action or to reprocess the transactions that may not have been processed.

Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

23. Fees. We currently charge no fees for use of Online Banking, except for the Mobile Check Deposit Fee, described in Schedule of Fees, but we reserve the right to charge such fees in the future. If required by law, we will provide you with advance notice of the implementation of any such fees.

24. Account Information Disclosure. We will disclose information to third parties about your account, and the payments or transfers you make in the following instances: 1) We will disclose information when it is necessary for completing payments or transfers, or resolving a problem relating to a payment or transfer. 2) We will disclose information as allowed by law in order to verify the existence and condition of your account for third party, such as a credit bureau. 3) We will disclose information to the holder of one of your checks whether it would be paid if presented at the time of the request. 4) We will disclose information in order to comply with any law, court order or proper government request, such as subpoenas, tax information, bank examinations, and reports of unusual cash transactions. 5) We will disclose information, if you give us your written permission. 6) We will disclose information to government officials in connection with suspected violations of law. 7) We will disclose information to our agents, auditors and collection attorneys. 8) We will disclose information relating to your account that does not identify you or your account. 9) We will disclose information to third parties if you owe us money and we must take legal action to get it. 10) We will disclose information relating to your account, which is allowed to be disclosed under state and federal privacy laws.

25. Consumer Error Resolution Notice. This Error Resolution Notice applies only to Online Banking transactions or transfers involving consumer accounts. Mobile Check Deposits are not electronic fund transfers and therefore are not subject to this section.

In case of errors or questions about your Electronic Transfers, call us at 866-959-2265 and ask for the Operations Department, or write us at: United Bank Deposit Operations Department, P.O. Box 9020, West Springfield, MA 01090-9020.

You must give us this notice 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. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and 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. 3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that 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.

26. Other Conditions. You are responsible for complying with all terms of this Agreement and the regulations contained in the deposit account agreement governing the deposit accounts which you access using Online Banking. We can terminate your Online Banking privileges without notice to you if you do not pay any fee required in this Agreement when due or if you do not comply with any of the other terms and conditions of the Agreement. The regulations governing your deposit account are set forth in the deposit account agreement governing your account(s), a copy of which is available from any branch location. The document entitled "Your Deposit Account Terms and Conditions" is the deposit account agreement governing consumer accounts. The document entitled "Important Account Information for Business Account Customers" is the deposit account agreement governing business accounts.

27. Change in Terms. We will mail or deliver a written notice to you at least thirty (30) days before the effective date of any change in a term or condition disclosed in this Agreement, if the change would result in increased fees or charges, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

28. Termination of this Agreement. We may terminate this Agreement and your ability to use the Bank's Online Banking services at any time for any reason. We will try to notify you in advance, but we are not obligated to do so. You may terminate this Agreement by giving notice of the termination to us ten (10) days prior to the termination date. If you terminate the Bank's Online Banking, you authorize us to continue making transfers and Bill Payments you have previously authorized until such time

as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your accounts, including any transfers or payments you have previously authorized. If we terminate your use of Online Banking, we reserve the right to make no further transfers or payments from your accounts, including any transactions you have previously authorized. Mobile Banking shall automatically be terminated once the Mobile Phone Service Provider suspends or terminates its services in connection with your registered telecommunications equipment. We shall not be liable to you in the event of such termination.

29. Entire Agreement. In combination with other applicable Bank agreements, this Agreement represents the agreement between you and the Bank regarding Online Banking and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of Online Banking, including the Bill Pay service. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing Online Banking will be deemed to have been modified by us and applied in a manner consistent with such laws. Except as otherwise expressly provided in this Agreement, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.

30. Governing law. Your use of Online Banking, including the Bill Pay service, will be read and interpreted according to the laws of the State of Connecticut, without regard to conflict-of-law rules. In any legal action or claim regarding this Online Banking Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees. Your initial Account Disclosure statement contained terms regarding arbitration of disputes between you and the Bank, and shall be incorporated into this Online Banking Agreement by reference.

31. Assignment. We may assign our interest in this Agreement to any of our affiliates, their successors, or to any now-existing or future direct or indirect subsidiary of an affiliate; however, you may not assign or transfer this Agreement. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

32. Waiver. We may agree in writing (or otherwise) to waive a provision of this Agreement, including a fee (a "waiver"). We may revoke any waiver. A waiver does not constitute a permanent amendment or change to this Agreement, merely a one-time accommodation for our customers.

33. Failure to act is not a waiver. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

34. Headings. Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section.