

UNION BANK & TRUST

Consumer Online Banking Agreement and Disclosure

1. What This Online Banking Agreement Covers

This Consumer Online Banking Agreement and Disclosure (including, without limitation, any and all exhibits, supplements, modifications, and amendments, this "**Online Banking Agreement**") governs your use of the online banking service provided by us. With the online banking service, you are able to view your accounts on our online banking website and to perform transactions in those accounts. In order to use the online banking service, you must maintain a personal account (or sole proprietorship account) and enroll in the online banking service. This Online Banking Agreement does not apply to business or other non-personal accounts.

2. Your Acceptance of This Online Banking Agreement

When you enroll in the online banking service, or when you use or authorize someone else to use the online banking service to access or perform transactions in your accounts, you agree to all of the terms of this Online Banking Agreement. You understand that this Online Banking Agreement applies to any and all accounts from time to time linked to the online banking service, including accounts you may add (or add again) in the future. Subject to applicable requirements, the online banking service may be used to access and perform transactions in the following types of accounts: checking, savings, certificates of deposit, money market, credit card, and loan accounts.

3. Definitions

In this Online Banking Agreement, the words "**you**" and "**your**" refer to the customer accepting this Online Banking Agreement and every person or entity with an interest in or authorized to access the accounts linked to the service. The words "**we,**" "**us,**" "**our,**" and "**Bank**" refer to Union Bank & Trust and its successors and assigns. The word "account" means each of your accounts linked to our online banking service. The words "business day" refer to any day that is not a Saturday, Sunday, or a bank holiday. Unless the context indicates otherwise, the word "service" refers to all online banking services being provided to you by us, including, without limitation, the ability to view and perform transactions in your accounts via the online banking website and all other services addressed in this Online Banking Agreement. The word "**person**" means an individual, a corporation, a partnership, an association, a limited liability company, a trust, or any other entity or organization. The words "**account documents**" mean, collectively, (i) this Online Banking Agreement; (ii) the [Terms and Conditions of Your Account](#); (iii) all other agreements, disclosures, documents, riders, supplements, addenda, schedules, exhibits, statements, forms, appendices, and instructions that may now or hereafter govern or relate to any services or products we provide to you; (iv) all content, materials, and features available, made, used, or provided on or through the online banking website; and (v) all renewals, supplements, amendments and modifications of any of the foregoing.

4. Other Agreements and Disclosures

This Online Banking Agreement supplements, and does not replace or change any of the terms of, the agreements and other account documents applicable to your accounts, or any disclosure we have made or will make to you. For example, this Online Banking Agreement is in addition to the [Terms and Conditions of Your Account](#), the [Truth In Savings disclosure](#), and the [Fee Schedule](#). You should review all your other account documents for other terms and conditions relating to your account. The terms and conditions of all other account documents are hereby incorporated by reference into this Online Banking Agreement.

5. Riders to this Online Banking Agreement

From time to time, you may receive riders to this Online Banking Agreement that relate to specific online banking services. By checking the box to acknowledge the terms and conditions of service, you also accept and acknowledge the terms and conditions of each rider. You should review all

riders closely. If there is a conflict between the provisions of any rider and this Online Banking Agreement, the provisions of the rider will control with respect to the specific subject matter addressed in it.

6. Electronic Communications Disclosure and Consent

By checking the box to acknowledge the terms and conditions of service, you agree that we may provide all notices, disclosures, and other communications to you in electronic format, and that we may stop sending such communications to you in paper format, unless and until you withdraw your consent. **Your consent to receive such communications in electronic format does not automatically enroll you in our online statements service.** Some of the notices, disclosures, and other communications we may send to you in electronic format include: legal or regulatory disclosures, notices, and communications relating to your account or the service, information about changes in terms of your account or the service, privacy policies and notices, updates and changes to this Online Banking Agreement or other agreements, and communications regarding specific transactions in your account, such as overdraft fee notices and stop payment order confirmations. Communications sent in electronic format will be delivered (i) by email; (ii) by message to a wireless device; (iii) by posting them to a website and sending you a notice or link to the posting by email or other electronic means; or (iv) subject to applicable law, by access to a web site that we will generally designate in advance for that purpose. You agree that any communication sent in electronic format is made or disclosed "in writing" and will have the same legal effect as if made or sent in paper format.

You may obtain paper copies of any communication provided in electronic format by us by calling our Customer Service Center at 1-800-990-4828 if you make the request within a reasonable period of time after we have made the communication available to you electronically. Otherwise, you will not usually receive paper copies of any communication provided in electronic format. We may charge you a reasonable fee for providing a paper copy of a communication we have delivered electronically. You may print or save electronic communications to your personal computer and print them later. To print electronic communications, use the "print" button or function on your computer or internet browser. In order to access, view, download, print, and save communications we make available to you in electronic format, you will need: (i) all of the hardware and software items described in Section 8(e) "System and Hardware Requirements;" (ii) the ability to receive, access, display, print, and store the communications; (iii) sufficient electronic storage capacity on your computer's hard drive or other data storage unit; and (iv) software that enables you to view files in Portable Document Format (PDF). We strongly recommend that you print or save this Online Banking Agreement and any other communications you receive in electronic format that are important to you.

Notwithstanding your consent to receive communications in electronic format, we reserve the right to deliver communications to you in paper format as we deem appropriate.

By checking the box to acknowledge the terms and conditions of service, you represent and warrant to us that you have the computer hardware and software required by us to use receive electronic communications. You must provide us with a current, accurate email address and other contact information in order to receive electronic communications from us. You agree to update us promptly in the event your email address or other contact information has changed. You may notify us of changes to your email address or other contact information by updating your contact information on the online banking website or by calling our Customer Service Center at 1-800-990-4828. By checking the box to acknowledge the terms and conditions of service, you represent and warrant to us that you have provided us a current, accurate email address and other contact information for the purpose of receiving electronic communications from us.

You may withdraw your consent to receiving communications from us in electronic format at any time by updating your online banking preferences on the online banking website or by calling our Customer Service Center at 1-800-990-4828. If you withdraw your consent to receiving communications from us in electronic format, we may terminate your use of and access to the

service. Your withdrawal of your consent will not become effective until we have had a reasonable period of time to act upon it.

7. Online Banking Services

By checking the box to acknowledge the terms and conditions of service, you authorize us to complete electronically any transfers or transactions submitted by you through the service, including transfers or transactions that would otherwise require your written authorization.

You may use the service to do any of the following, subject to applicable restrictions:

- a. Transfer funds between your checking and savings accounts;
- b. Transfer funds to pay your other accounts with us, such as an installment loan or mortgage;
- c. Make payments to third parties (if you also enroll for the Bill Payment service);
- d. View current balances in your accounts;
- e. View transaction histories for your accounts, to the extent available; and
- f. Do routine maintenance such as ordering checks, updating your contact information, and changing your password.

Some of the above services may not be available to you because of the type of account you have or other restrictions that may apply.

Generally, you will be able to access the service 24 hours a day, seven days a week. You may not be able to access the service if, for example, our system is down for routine maintenance or emergency repairs, and we do not warrant that the service will be available at all times.

8. General Terms and Conditions

- a. *Your Liability for Unauthorized Transactions.* Tell us AT ONCE if you believe your user ID or password has been lost, stolen, or used without your permission, or if you believe that someone has transferred or may transfer funds in or from your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus any available credit on your overdraft line of credit. If you tell us within two business days after you learn of the loss, theft or unauthorized transfer, you can lose no more than \$50.00 if someone used your password without your permission.

If you do NOT tell us within two business days after you learn of the loss, theft, or unauthorized transfer, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows transfers that you did not make, including those made through the service or otherwise, tell us at once. If you do not tell us within 60 days after the statement was made available 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 within the 60-day period.

If a good reason (such as a long trip or a hospital stay) keeps you from telling us, we will extend the time periods.

If you believe your user ID or password has been lost, stolen, or used without your permission, call or write to us as follows:

Telephone Number: 1-800-990-4828

Mailing Address:

Union Bank & Trust
Attention: Online Banking
P.O. Box 940
Ruther Glen, Virginia 22546

For your own protection, we recommend that you not email us to notify us of lost or stolen user IDs or passwords.

- b. *Your Responsibility to Keep User IDs and Passwords Confidential.* You agree to keep your user ID, password, personal identification numbers, and codes secure and confidential. You agree to tell us immediately, and to select a new user ID or password, if you believe your user ID or password has been obtained by someone not authorized to have access to your account. If you give your password to someone, every transaction that person performs in your account is considered to have been authorized by you. You are solely responsible for all transactions that person may perform while using the service, whether or not you authorized a particular transaction. We have no duty to verify the identity of any person who accesses the service using a valid password. **We are not liable for any losses resulting from the use of the service by any person to whom you have given your password.** If you tell us that a person is no longer authorized to access your account, then only transactions performed by that person after you told us, and after we have had a reasonable amount of time to act on your notice, are considered unauthorized transactions.
- c. *Our Liability for Failure to Make Transfers.* We are responsible for completing transfers from and transactions in your account according to the instructions you give when using the service. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
- i. If, through no fault of ours, you do not have enough money in your account to make the transfer;
 - ii. If you have an overdraft line of credit and the transfer would go over your overdraft credit limit;
 - iii. If our system was not working properly and you knew about the malfunction when you started the transfer;
 - iv. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
 - v. If you provide wrong instructions or do not enter information (such as account numbers and payment amounts) correctly when using the service;
 - vi. If circumstances beyond our control prevent you from accessing or using the service; or

- vii. If you, or anyone to whom you provide your password or user ID, uses the service improperly or for any fraudulent or illegal purpose.

In addition, there may be other exceptions stated in your other account documents.

- d. *Waiver of Signature Requirements.* You agree that any requirement for multiple signatures or authorizations do not apply to accounts linked to the service. **You agree that we may honor the instructions of any person who has accessed the service using your password even if your account is a joint account or has a multiple signature requirement.**
- e. *System and Hardware Requirements.* You must have the following items in order to use the service:
 - i. A personal computer;
 - ii. An operating system such as Windows XP, Windows Vista, Windows 7, or Macintosh OS 10.x;
 - iii. An internet browser, such as Microsoft Internet Explorer 8.0 or 9.0, Firefox, or Safari 6.0, with a minimum 128-bit encryption for accessing the internet; and
 - iv. Access to the internet through your internet service provider (ISP).

You represent and warrant to us that you have all of the items listed above.

In addition, you will find recommended settings to ensure optimal performance at: https://www.bankatunion.com/onlineserv/HB/login_help.html#top. Your ISP may charge you a fee for its services that are in addition to any fees you may owe us. We are not responsible for errors, failures, or malfunctions of your computer equipment or software, or for the actions of any third party, such as your ISP. You alone are responsible for ensuring your computer equipment and software are installed and maintained correctly, and that your internet service is working properly. We are not responsible for the effects of, or any losses you may incur as a result of, any computer virus or other program or device that infects your system. We are not responsible for maintaining the security of your system while you use the service or for any losses you may incur as a result of any breach of your system security. We are not responsible for losses you may incur because your internet access was not functioning properly.

- f. *Disclaimer of Warranties.* We cannot guarantee that the service or any software provided to you by us or any third party will be available and operational at all times, or that they will function without error or interruption. There will be times when the service is unavailable or software malfunctions. THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE OR ANY SOFTWARE PROVIDED TO YOU BY US OR ANY THIRD PARTY.
- g. *Limitation of Liability.* IN NO EVENT WILL WE, OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF: (I) YOUR ACCESS TO, USE OF, OR

INABILITY TO USE, THE SERVICE; (II) THE USE OF ANY PRODUCT OR SERVICE PROVIDED BY US OR ANY THIRD PARTY UNDER THIS AGREEMENT; OR (III) ANY LOSS OF DATA SUFFERED BY YOU, IN EACH CASE EVEN IF WE OR ANY THIRD PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. If we are ever determined to be liable for damages, our liability will not exceed the amount of fees you have paid us for use of the service.

- h. *Service Fees and Charges.* You authorize us to charge fees and charges for the service to any account you maintain with us. Fees and charges for the service are listed in the [Fee Schedule](#). We reserve the right to change the [Fee Schedule](#) at any time, subject to any notice or other requirements under applicable law.
- i. *Confidential Information.* We will disclose information to third parties about your account or the transfers you make:
 - i. Where it is necessary for completing transfers;
 - ii. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
 - iii. In order to comply with government agency or court orders; and
 - iv. As explained in the Privacy Disclosure contained in the [Terms and Conditions](#) of Your Account.
- j. *Privacy Policy.* Please see our Privacy Disclosure contained in the [Terms and Conditions](#) of Your Account for our policy on the use and sharing of information obtained from you.
- k. *Posting of Transactions.* Unless otherwise stated in this Online Banking Agreement, online banking transactions submitted prior to 6:00 p.m. Eastern Time on a business day will be processed on the same business day. Transactions submitted after 6:00 p.m. Eastern Time on a business day, or on a Saturday, Sunday, or bank holiday, will be processed the next business day. Transactions you perform other than through the online banking website, such as in person at a branch, may have earlier deadlines.
- l. *Limitations on Transfers.* Federal regulations limit the number and type of withdrawals and transfers you may make from a savings or money market account each monthly statement cycle. Please review your other account documents for additional information.
- m. *Your Right to Stop Preauthorized Transfers.* If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: call, email, or write us as indicated in Section 8(n) "Errors or Questions About Your Transfers" in time for us to receive your request three business days or more before the payment is scheduled to be made. 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 we do not receive the requested written confirmation within 14 days after you call, we may consider your stop payment request withdrawn and make all payments as originally directed by you. If you wish to stop all future regular payments to any person, you must state so in your request; otherwise, we will deem the stop payment request to apply only to the payment described in your request. Please refer to the separate schedule of fees for information on the fee for stop payment orders. 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.) If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

- n. *Errors or Questions About Your Transfers.* In case of errors or questions about your electronic transfers, call, email, or write us at:

Telephone Number: 1-800-990-4828

customerservicecenter@bankatunion.com

Mailing Address:

Union Bank & Trust
Attention: Online Banking
P.O. Box 940
Ruther Glen, Virginia 22546

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 60 days after we sent the FIRST statement on which the problem or error appeared.

- i. Tell us your name and account number (if any).
- ii. 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.
- iii. 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 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 we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. 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 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.

- o. *Stop Payments.* You may use the service to place a stop payment order on any paper check in accordance with the [Terms and Conditions](#) of Your Account.

9. Your Right to Cancel the Service

You may cancel your enrollment in the service at any time (i) by notifying us in writing at Union Bank & Trust, Attention: Online Banking, P.O. Box 940, Ruther Glen, Virginia 22546; (ii) by sending a secure email to us through the online banking website; or (iii) by calling our Customer Service Center at 1-800-990-4828. Your cancellation will become effective after we have had a reasonable period of time, but in any event at least three business days, to implement your cancellation request. All payments through the service that remain unprocessed will be canceled. Cancelling your service will not close any accounts you maintain with us. If you cancel the service, you will still be responsible for all payments, transfers, and other transactions existing or pending at the time of your cancellation.

10. Our Right to Cancel the Service

We may cancel the service, or your enrollment in the service, at any time for any reason (including, without limitation, for inactivity), with or without notice to you. We will have no liability of any kind to you in the event we cancel the service or your enrollment in the service. If we cancel the service or your enrollment in the service, you will still be responsible for all payments, transfers, and other transactions existing or pending at the time of our cancellation.

11. Our Right to Change this Online Banking Agreement

Subject to applicable law, we may change this Online Banking Agreement, or the terms and conditions of the service, at any time, with or without notice to you. We may modify, add new provisions to, or delete existing provisions of, this Online Banking Agreement. Generally, we will notify you in advance of any change and the date upon which the change will become effective; however, if circumstances require the change to become effective immediately, we will notify you as soon as reasonably possible after the change became effective. If you continue to use the service after receiving notification of a change, you acknowledge and agree to the change.

12. Proper Use of the Service

You agree that you will not use the service for any activity not permitted under the account documents or for any unlawful, abusive, harassing, libelous, defamatory, obscene or threatening purpose. You agree to immediately stop using the service if we have terminated this Online Banking Agreement or the service, and to stop using the service to access any other services that may have terminated.

13. Alert us of Email Changes

You must provide us with a current, accurate email address and other contact information in order to participate in the service. You agree to update us promptly in the event your email address or other contact information has changed. You may notify us of changes to your email address or other contact information by updating your contact information on the online banking website or by calling our Customer Service Center at 1-800-880-4828. Changing your contact information for online banking does not change your contact information for any other purpose. If you wish to change the contact information the Bank has on record for you, or any contact information we may use for specific services such as the Bill Payment service, you must do so separately.

14. Secure Messaging

You may send messages to us regarding your online banking accounts through our secure messaging service, which is accessible from the online banking website. The secure messaging service may not be used for sending email messages to or from anyone other than us. We may not immediately receive or view messages sent through the secure messaging service or by regular email. As a result, we are not liable for taking action on any message sent through the secure messaging service or by regular email until we have actually received and viewed the message and have had a reasonable opportunity to act on it.

By enrolling in the service, you agree that you will not use the secure messaging service to conduct transactions in your account. Instead, you will use the appropriate online banking

functions to conduct account transactions. You may not use the secure messaging service to tell us about unauthorized transactions or lost or stolen user IDs or passwords. If you believe you have unauthorized transactions in your account or your user ID or password has been lost or stolen, please call or write us as indicated in Section 8(a) *“Your Liability for Unauthorized Transactions.”*

You agree that we may use the secure messaging service to communicate information to you about your accounts, transactions in your accounts, and the service. We may also send important notices and disclosures to you through the secure messaging service. We will deliver all secure messaging communications to the email address on record with us. It is your responsibility to notify us of any changes to your email address. You may notify us of changes to your email address by updating your contact information on the online banking website or by calling our Customer Service Center at 1-800-990-4828.

15. Online Statements

You must activate the online statements feature by setting your statement delivery preferences on the online banking website. Online statements are available only if you have accounts enrolled in the service. If you choose to receive account statements online, you will no longer receive paper copies of statements, checks, or check images for any account you maintain with us. You may still receive other communications from us in paper format or by mail. Online statements are made available in PDF format, which requires Adobe® Reader® software for viewing. You may view, print, or download your online statements, and we encourage you to save copies of all statements that are important to you. Generally, account statements will be available online within 24 hours after the statement end date, and will remain available online for up to seven years. We may discontinue the online statement service at any time for any reason. You may discontinue your online statement service by changing your statement delivery preferences on the online banking website or by calling our Customer Service Center at 1-800-990-4828. **If you discontinue your online statement service, we may, in our sole discretion, stop sending you any or all other communications electronically.**

16. Transfers Between Accounts

You may make transfers between your online banking accounts that are registered with us under the same social security number or federal tax identification number. You may make transfers seven days a week, 24 hours a day; however, we will process transfers only on business days. Transfers made after 6:00 p.m. Eastern Time on a business day, or on a Saturday, Sunday, or bank holiday, will be processed on the next business day. You authorize us to withdraw and debit your account as necessary to complete any and all transfers. You agree not to schedule any transfer unless you have, and will have at the time the transfer is processed, funds in the account sufficient to complete the transfer. We may, at our option, either cancel or complete any transfer from an account with insufficient funds. We may also attempt to complete the transfer again at a later time. If we choose to complete the transfer, you may have an overdraft and will be liable for the overdraft and overdraft fees and charges as set forth in the [Terms and Conditions](#) of Your Account and [Fee Schedule](#). We will notify you if we cancel a transfer because of insufficient funds. We reserve the right to terminate your access to the service and cancel all existing and future transfers if you make a transfer without sufficient funds in the withdrawal account.

If you wish to cancel a transfer, you must do so prior to 6:00 p.m. Eastern Time on the date you requested the transfer. Future scheduled transfers may be cancelled prior to 6:00 p.m. Eastern Time on the date prior to the scheduled transfer date. In addition, as described in Section 8(m) *“Your Right to Stop Preauthorized Transfers,”* you have a right to cancel regularly recurring scheduled transfers at least three business days prior to the scheduled payment date. To cancel a scheduled transfer between accounts, log on to the service through the online banking website and follow the instructions for deleting transfers on the *“Scheduled Transfers”* screen.

Federal regulations limit the number and type of withdrawals and transfers you may make from a savings or money market account each monthly statement cycle. Please review your other account documents for additional information.

17. Bill Payment through Online Banking

If you enroll in the online banking Bill Payment and Presentment ("**Bill Payment**") service, you may receive and pay your bills online to payees in the United States. You must have a checking account with us and be enrolled in online banking in order to use the Bill Payment service. Payments may not be made from a savings or money market account. By enrolling in the Bill Payment service, you authorize us to debit or charge your designated checking account for any and all amounts necessary to complete your scheduled payment. We may remit your payments by paper check, electronic funds transfer, or other means. You may link multiple checking accounts to the Bill Payment service: each time you schedule a payment, you will choose which checking account from which to make your payment. By linking a checking account to the Bill Payment service and scheduling a payment, you represent and warrant to us that you are authorized to make withdrawals or transfers from that account. Your payment will become part of your online banking transaction history after the amount of the payment has been deducted from your designated checking account.

You may schedule payments to occur once or on a recurring basis. In addition, in certain circumstances you may schedule payments to occur automatically upon receipt of an electronic bill. Payments may not be scheduled to occur on any day that is not a business day or more than one year in the future. Generally, any recurring payment scheduled to occur on a day other than a business day will occur on the next business day.

You should schedule payments to occur at least five business days prior to the date on which your payment is due to ensure they reach the payee by the due date. We are not responsible for mail delays or for any late charges, fees, interest, penalties, or other losses you may incur because you have not provided a sufficient time – and in any event at least three business days – for your payment to reach your payee before the payment due date. It is your responsibility to provide complete and accurate payee information so that we may direct your payment to the proper payee. It is also your responsibility to provide the correct account from which the payment is to be made. We will not be responsible for errors, accidental payments, or incorrect payments if we delivered the payment in question according to instructions provided by you.

We will deduct scheduled payments from your designated payment account within 2 business days of the scheduled payment date. You agree that your payment may not be completed or delivered if there are insufficient funds in the payment account. You agree not to schedule any payment unless you have and will have on the scheduled payment date funds in the payment account sufficient to make the scheduled payment in full. We may, but are not obligated to, cancel any scheduled payment if there are insufficient funds in the account on the scheduled payment date. If we choose to complete the scheduled payment regardless of insufficient funds, you may have an overdraft and will be liable for the overdraft and overdraft fees and charges as set forth in the [Terms and Conditions of Your Account](#) and [Fee Schedule](#). We will notify you if we cancel a scheduled payment because of insufficient funds. We reserve the right to terminate your access to the Bill Payment service or to the service, and to cancel all existing and future scheduled payments, if you schedule or make a payment without sufficient funds in your payment account.

The cut-off time for submitting payments through the Bill Payment service is 10:30 p.m. Eastern Time. Payments submitted prior to 10:30 p.m. Eastern Time on a business day will be processed on the same business day. Payments submitted after 10:30 p.m. Eastern Time on a business day, or on a Saturday, Sunday, or bank holiday, will be processed the next business day.

No payment made through the Bill Payment service may exceed \$10,000.00. In addition, the total amount of all payments made through the Bill Payment service in a single day may not exceed \$20,000.00.

You may not use the Bill Payment service to make payments to federal, state, or local tax agencies or to pay alimony, child support, or other governmental taxes, fees, penalties, or court-ordered payments. You may not use the Bill Payment service to make payments to payees located outside the United States or to any payee who does not accept checks. In addition, we reserve the right to refuse to make a payment to any payee and to cancel your enrollment in the Bill Payment service at any time for any reason.

You may cancel a scheduled payment any time before 10:30 p.m. Eastern Time on the day the payment is submitted to us. Future scheduled payments may be cancelled prior to 10:30 p.m. Eastern Time on the date prior to the scheduled payment date. In addition, as described in Section 8(m) "Your Right to Stop Preauthorized Transfers," you have a right to cancel regularly recurring scheduled payments at least three business days prior to the scheduled payment date. To cancel a scheduled payment, log on to the service through the online banking website and follow the instructions on the Bill Payment screen.

We reserve the right from time to time to place new or different restrictions on payments submitted through the Bill Payment service and to change any other requirements of the Bill Payment service.

For our sole proprietor customers, the Bill Payment service is free; however, there is a \$2.00 inactivity fee if no bills are paid during any consecutive four month period. The \$2.00 fee will apply for each subsequent month in which no bills are paid. This fee is in addition to any other account fees and charges and will be deducted automatically every month from the account you designate as your payment account.

You may be eligible to receive bills from some payees electronically through the Bill Payment service. We do not control the electronic bills provided to you: the payee decides whether to provide electronic bills, what information they need to provide them, and when they will make your electronic bills available. It is your responsibility to contact the payee if you do not receive an electronic bill. We are not responsible in the event you or a payee does not timely provide us the information required to access your electronic bills. All questions regarding your electronic bills should be directed to the payee.

In order to access a payee's website to obtain an electronic bill, we may ask you for identifying information such as your user identification number, password, and login information. By providing this information, you authorize us to access the payee's web site to retrieve your account information on your behalf and appoint us your agent for that purpose.

If you wish to stop receiving electronic bills for a particular payee, you may do so by changing your electronic bill preferences in the Bill Payment section of the online banking website or by calling our Customer Service Center at 1-800-990-4828.

For an additional fee, as part of the Bill Payment service, you may schedule a bill payment to process on an expedited basis. An expedited payment will be processed overnight either by electronic or paper check and in most cases will be delivered to your payee account the next day. You may have an additional fee in the event we process your expedited payment by paper check. In some cases, expedited processing will not be available for the bill payment you wish to schedule; if expedited processing is not available for a payment, the expedited processing option will not appear on the screen. We do not process paper checks on an overnight basis to payees with P.O. boxes or payees located in Alaska, Hawaii, or any address outside of the contiguous 48

states or the District of Columbia. In addition, all expedited payments are subject to all other restrictions applicable to the Bill Payment service.

18. Your Use of Other Products and Services

We may provide access to other products and services (such as TurboTax® and FinanceWorks™) offered by third parties, us, or our affiliates to help you manage your finances and accounts. Access to these products and services may be provided from within the service, by hyperlink or otherwise. None of these products or services are intended to provide legal, tax, or financial advice of any kind. You agree that when you use any such product or service, you are subject to and will abide by the separate terms and conditions of use applicable to it. You further agree that we have no liability for the content of, or any damages arising from for your use of, any such product or service.

19. Assignment

You may not assign this Online Banking Agreement to any person. We may assign this Online Banking Agreement or delegate our rights and responsibilities under it to any person.

20. Construction

The captions and heading used in this Online Banking Agreement are for convenience of reference only and are not intended to affect the meaning of any provision of this Online Banking Agreement.

21. Governing Law

This Online Banking Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law principles.

22. Waiver

We may delay in enforcing our rights under this Online Banking Agreement without waiving them. Any waiver by us is not a waiver of any other right or remedy or of any future right or remedy. Except as set forth in this Online Banking Agreement or otherwise required by law, you waive diligence, demand, presentment, protest and notice of every kind.

23. Severability

If any provision of this Online Banking Agreement is determined to be invalid, void, or unenforceable, the remainder of this Online Banking Agreement will remain in full force and effect.

24. Waiver of Jury Trial

YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS ONLINE BANKING AGREEMENT.

YOU ACKNOWLEDGE THAT YOU HAVE HAD A REASONABLE OPPORTUNITY TO SEEK OR RECEIVE THE ADVICE OF COUNSEL WITH RESPECT TO YOUR DECISION TO WAIVE YOUR RIGHTS TO A TRIAL BY JURY.

Mobile Banking Service Rider

This Mobile Banking Service Rider (this "Rider") is between Union Bank & Trust (the "Bank" and sometimes referred to herein as "we", "us" or "our") and you, if (i) you maintain one or more individual or sole proprietorship accounts with the Bank, (ii) have entered into a Consumer Online Banking Agreement and Disclosure with the Bank with respect to said accounts and (iii) have completed the online banking registration process with the Bank, and will be effective as to you (the "Customer" and sometimes referred

to herein as “you” or “your”) and the Bank as of the date and time you accept these terms by checking the box to acknowledge the terms and conditions of the service.

1. General Information

This Rider governs the Customer’s use of the Bank’s mobile banking service (the “Service”). Under this Rider, the Customer authorizes and directs the Bank to act upon all requests to access certain information and to effect certain transactions, as set forth below, to and from the Customer’s checking, savings, money market deposit, certificate of deposit, credit card and loan accounts maintained at the Bank as from time to time set forth in the Customer’s service agreements with the Bank, as from time to time in effect (the “Accounts”).

There are three ways in which you may access the Service:

- a. *Mobile Web Access.* Access to the Service is through use of any mobile device (such as a cell phone) having a data plan and web browsing capability. You must also be enrolled in the Bill Payment service in order to access the bill payment feature of the Service through Mobile Web Access.
- b. *Mobile App Access.* Access to the Service is through use of an iPhone®, iPad®, or Android™, which requires you to download the appropriate applications from the applications store. You must also be enrolled in the Bill Payment service in order to access the bill payment feature of the Service through Mobile App Access.
- c. *Text Message Access.* Access to the Service is through use of any mobile device (such as a cell phone) having text messaging capability. You need not be enrolled in the Bill Payment service in order to access the Service through Text Message Access.

This Rider is governed by that certain Consumer Online Banking Agreement and Disclosure between the Customer and the Bank (as from time to time amended, supplemented and replaced, the “*Online Banking Agreement*”). Terms used in this Rider and not otherwise defined herein shall have their respective meanings as set forth in the Online Banking Agreement.

2. Agreement

The Customer hereby agrees to the following:

- a. *Procedures.* The Customer agrees to make all transaction requests according to the procedures the Bank establishes, and the Bank agrees to provide these procedures to the Customer. The Bank may revise these procedures from time to time upon notice to the Customer; however, the Bank may implement immediately any procedures imposed by any third party, followed by notice to the Customer. The Customer agrees to provide the Bank with a valid number for each of the Customer’s mobile devices to be used in connection with the Service (each, a “Device”) and to notify the Bank promptly upon any change in said number(s). With respect to Text Message Access, the Customer agrees that the Bank may send the Customer text messages to any Device through the Customer’s wireless provider, provided said provider is supported by the Service (the “Provider”). Message and data rates may apply. Text “STOP” to 454545 to cancel and text “HELP” to 454545 for help. For customer support, please email CustomerServiceCenter@bankatunion.com.
- b. *Enrollment.* The Service is available to the Bank’s consumer online banking enrollees only. The signon and password used by the Customer for online banking will also be used for this Service. Only individuals who have also completed the enrollment process for the Service are authorized to use the Service. For Mobile Web Access, the Device must have a data plan that permits the web browser to access m.bankatunion.com. With

respect to Text Message Access, the Customer must use the “notifications” link on the “Account Access” page of the consumer online banking website, and register the Customer’s cell phone number in order to access the Service. Each Device must be registered separately.

- c. *Fees.* The Bank does not charge for the Service, but the Customer shall be responsible for all charges and fees associated with text messaging imposed by the Provider.
- d. *Information Access.* Using the Service, the Customer may obtain the following information:
 - i. Account balance;
 - ii. Recent transactions in the Accounts;
 - iii. Locate the nearest Bank branch (not available with Text Message Access); and
 - iv. View current rates for money market and 529 plan Accounts (not available with Text Message Access).

The Customer acknowledges and agrees that balances provided may not include very recent or pending transactions that have not yet posted to an Account and that other restrictions may apply, as set forth in the deposit agreement and other documents governing the Accounts (the “Account Documents”).

- e. *Transaction Capabilities.* Using the Service, the Customer may initiate the following transactions with respect to the Accounts:
 - i. Transfer funds to eligible Accounts; and
 - ii. Pay bills to providers of goods and services that have agreed to accept payment through our online banking service (not available with Text Message Access).

The Customer acknowledges and agrees that transfers and payments from any of the Accounts using the Service are subject to availability in the related Accounts and that other restrictions may apply, as set forth in the Account Documents.

- f. *Unauthorized Use.* The Customer agrees to notify the Bank immediately of any changes to any Device or the Provider. In case of unauthorized access to a Device or this Service, the Customer shall cancel enrollment associated with all Devices and this Service immediately. Unless otherwise prohibited under applicable law, the Customer agrees to indemnify, defend, and hold the Bank harmless from any third party claims, liability, damages or costs arising from the Customer’s use of the Service or from any fraudulent activity by the Customer, including, without limitation, providing the Bank with a phone number that is not the Customer’s. The Customer agrees that the Bank shall not be liable to the Customer for failed, delayed, or misdirected delivery of, any information sent through the Service, any errors in such information, any action the Customer may or may not take in reliance on the information or the Service, the improper use of any Device, or any disclosure of account information to third parties resulting from the Customer’s use of the Service. In no event shall the Bank be liable to the Customer for special, indirect or consequential damages.
- g. *Entire Agreement.* This Rider incorporates by reference all the terms of the Account Documents, as well as the Online Banking Agreement. In the event the Bank has not

received from the Customer current Account Documents, the terms of the Account Documents customarily used by the Bank are hereby incorporated herein by reference and shall govern the Accounts.

- h. *Miscellaneous.* We reserve the right to modify the terms of the Service at any time for any reason, and to refuse to complete any transaction requested by use of the Service, at any time and for any reason. You acknowledge and agree that the Service may not be accessible or may have limited effect over some mobile networks, such as while roaming.