

ONLINE BANKING AGREEMENT TERMS AND CONDITIONS

These Online Banking Agreement Terms and Conditions (this “Agreement”) set forth the agreement that will apply to you as a user of Unified Bank online banking services. By requesting and using any service, function, feature, aspect, or product of Online Banking (as hereinafter defined), you accept and agree to this Agreement and each of its provisions. Please read this Agreement carefully before you use Online Banking or any of its services. You should retain a copy of this Agreement for your records. Prior to enrolling in Online Banking and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access and use the service(s).

To the extent that the terms of this Agreement conflict with Article 4A of the Uniform Commercial Code of Ohio (“Article 4A”), Regulation E promulgated by the Consumer Financial Protection Bureau, 12 CFR Part 1005, including appendices thereto (“Regulation E”) or Regulation J promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Part 210, Subpart B, including appendices thereto (“Regulation J”), the terms of Article 4A, Regulation E or Regulation J (as applicable) shall control, and to the extent that Article 4A and Regulation J are both applicable and conflict, the terms of Regulation J shall prevail.

In connection with Online Banking, you agree to comply with all applicable federal and state laws, rules and regulations, as well as any applicable clearinghouse or other organization rules and guidelines. As a condition of using Online Banking, you warrant to us that you will not use Online Banking for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable Law. You are permitted to use content delivered to you through Online Banking for your personal or internal business purposes only.

When using any Online Banking, you may experience technical or other difficulties. Unified Bank cannot and does not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some Online Banking services have eligibility requirements, and Unified Bank reserves the right to change the requirements at any time without prior notice. Unified Bank reserves the right to change, suspend or discontinue any Online Banking service, in whole or in part, or your use of any Online Banking service, in whole or in part, immediately and at any time without prior notice to you.

You further warrant and represent that you will not use Online Banking in any manner that could damage, disable, overburden, or impair Online Banking or interfere with any other party's use and enjoyment of Online Banking. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you through Online Banking. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

All content, including, but not limited to, trademarks, logos, and service marks, connected with Online Banking is the exclusive property of Unified Bank, our licensors, and/or service providers and it is protected by copyrights and other intellectual property rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you may not and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of Online Banking, the related technology or any software, or use Online Banking to develop similar functionality; (b) copy any portion of Online Banking, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of Online Banking or otherwise



transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on Online Banking; or (e) otherwise exercise any other right to Online Banking not expressly granted in this Agreement.

Any software provided through Online Banking must be downloaded by you in the United States. Unified Bank products and Online Banking described herein are only offered in jurisdictions where the products and services may be legally offered. You understand that the described products and Online Banking are intended for customers located in the United States.

You acknowledge that your use of Online Banking is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the On-Line Service and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer any Online Banking except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Online Banking in any embargoed or sanctioned country.

1. DEFINITIONS.

- As used in this Agreement, the words “we,” “our,” “us” and “Bank” mean Unified Bank, its affiliates, and partners.
- “You” and “your” refer to the person authorized by us to use Online Banking and also includes anyone else authorized by you to use Online Banking to perform transactions involving your account(s) and/or funds.
- “Account” or “Accounts” means any accounts that you maintain with us. “Online Account” means the bank account from which you will be conducting transactions using an Online Banking service.
- “Consumer Account” means an Account established primarily for personal, family or household use.
- “Business Account” means an account that is not a Consumer Account.
- “Electronic Funds Transfers” means ATM withdrawals or transfers, preauthorized transactions, point-of-sale transactions and transfers to and from your Accounts using Online Banking.
- “Online Banking” means banking services provided to you pursuant to the terms of this Agreement.
- “Bill Payment Service(s)” means the service we provide through Fiserv, Inc that enables you to schedule one-time or recurring payments to third parties from your Accounts.
- “Business Days” generally means any calendar day other than Saturday, Sunday, federal holidays, or bank holidays.
- Time of day references are to Eastern Standard Time.
- Fiserv Corporation (Formerly CheckFree) refers to the third-party Bill Payment Service Provider.
- ISP refers to Internet Service Provider.
- “Password” is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to Online Banking. When you select your Password, we advise you to be prudent in your selection and try to avoid creating Passwords that could be easily guessed by an unauthorized user that has access to your Username.
- “Username” is a unique ID that you create to coincide with your Password. Both are required, as may additional security questions, security picture and/or a security phrase that may be required to log into the Online Banking site.
- “Log-in Credentials” means your Username, Password, and any other unique attribute used to access Online Banking.
- “Mobile Banking” means banking services we make available to you using a Mobile Device pursuant to the terms of this Agreement.
- “Mobile Device” means a cellular telephone, smart phone, tablet, or similar wireless communication device that is installed with software permitted by us that you have downloaded in order to conduct Mobile Banking transactions.

2. COMMUNICATIONS BETWEEN US AND YOU.

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

- You can contact us by email at: CustomerCare@UnifiedBank.com. Please note that banking transactions through Online Banking are not made via email. Do not include any private or sensitive information (for example, account numbers, social security numbers, tax ID, driver's license, financial information) in an email.
- You may visit us in person at any one of our branch locations.
- You can contact us by telephone at: 1-888-275-5566
- You can contact us by fax at: 1-740-633-2073
- You can contact us securely using the Mail feature within Online Banking.
- You can contact us using **Contact Us** from our website (do not include private or sensitive information; see examples above).
- You can contact us using Live Chat from our website (do not include private or sensitive information; see examples above).
- You can write to us at:

Unified Bank
Attn: Electronic Banking
201 South Fourth Street
P.O. Box 10
Martins Ferry, OH 43935

3. ELECTRONIC MAIL (EMAIL).

You may use electronic mail, "email," to contact the Bank, ask general questions and to provide comments to the Bank. However, you cannot use email to initiate transactions on your Account. Note: any message sent via normal email is not encrypted; please do not include private or sensitive information (for example, account numbers, social security numbers, tax ID, driver's license, financial information) in an email to the Bank.

The Bank will never ask for private or sensitive information from a customer via email. If you ever receive a message that appears to be from the Bank with this type of request, please contact the Bank via phone or in person. Do not use email.

4. ACCESS TO SERVICES.

The Bank will provide instructions on how to use Online Banking and Bill Payment Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your Username. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of Online Banking may be suspended for brief periods of time for purposes of maintenance, updating and revising the software or due to emergency. We may post a notice of any extended periods of intermittent availability on our Online Banking website.

All Online Banking transaction requests received after 5:00 P.M. on Business Days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next Business Day.

You are responsible for obtaining, installing, maintaining and operating all software, hardware, devices, or other equipment necessary for you to access and use Online Banking. This responsibility includes, without limitation, your utilizing and maintaining up-to-date web-browsers and access devices and effective, up-to-date commercially available encryption, antivirus, anti-spyware, and Internet security software. You are additionally responsible for obtaining Internet and mobile services via the service provider of your choice, and for any and all fees imposed by such service provider(s) and any associated communications service provider. We may change our access and use requirements at any time without prior notice to you and you may be required to upgrade your systems. If you choose to utilize our mobile banking applications when available, you agree that you are responsible for all data access fees, text messaging fees, or any other fee related to accessing or receiving your account information via Mobile Devices.

You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and mobile devices, and you hereby expressly assume such risks, including those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the systems used to access Online Banking, and for the transmission and receipt of information using such systems. You acknowledge that you: (i) have requested Online Banking for your convenience, (ii) have made your own independent assessment of the adequacy of the Internet and systems, and (iii) that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your systems. Although we may provide a link to a third party site where you may download software, we are not liable for and make no endorsement of any specific software, hardware, device, or service provider. Your use of any such software, hardware, device, or service provider may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

You assume all risks and losses relating to access to, and transactions performed from and to, your Accounts by any person or entity who obtains Log-In Credentials to gain access to your Accounts through Online Banking, including any person or entity who gains access to your Business Accounts. We recommend that you provide each person to whom you grant or permit access to your Accounts through Online Banking with their own separate, identifiable Log-In Credentials. The responsibility is yours to revoke privileges when access to your Accounts becomes unauthorized for any reason. You agree to inform us immediately if any person or entity with access to your Accounts, including without limitation persons or entities provided Log-In Credentials, leaves the employ of, or no longer has a relationship with, the entity to which that Log-In Credential has been assigned.

5. ONLINE BANKING FOR CONSUMERS AND BUSINESSES.

You can use Online Banking to check the balance of your Accounts, view Account activity and histories, transfer funds between your Accounts, order checks, make stop-payment requests, change your email, phone number or address, set up real-time alerts, securely mail us, connect to external accounts, use Bill Pay, view account documents, and set up ACH or Wire transfers (for Advanced Business Customers).

Updates:

Various transactions affecting your Account(s) may be presented from time to time throughout the Business Day that will not immediately be reflected in the Account information available to you through Online Banking. However, we will update Online Banking databases periodically during each Business Day. Your requests for Online Banking will be processed based on your most recently updated account information.

6. DISCLOSURE OF INFORMATION TO OTHERS.

We may disclose information about your Accounts with us as follows:

- To consumer reporting agencies
- In connection with audits or examinations of the Bank
- In connection with the sale or transfer of your account or of the Bank or any affiliate or division of the Bank
- For fraud, security or risk control
- To assist in completing a transaction you initiate, including information requested to verify the existence or condition of an account
- To resolve disputes or inquiries you may have about your Accounts
- With your consent or with your direction
- When disclosure is required by law, such as pursuant to a court order or subpoena, or to protect or enforce our rights
- As otherwise necessary to service your account, or as permitted or required by law

7. YOUR RESPONSIBILITIES.

You are responsible for all transactions you initiate or authorize using Online Banking. If you allow any other person to use your Log-In Credentials or provide access to Online Banking, you will have authorized that person to access your Accounts and you are responsible for all transactions that person initiates or authorizes in connection with the Accounts. You understand and agree that the Bank is entitled to rely on any instructions received by the Bank, or transactions initiated through Online Banking using your Log-In Credentials. Notify the Bank at once if you believe another person has improperly obtained any of your Log-In Credentials. The best way is to call the Bank at the numbers listed in **Communications Between Us and You** section of this Agreement. Also, notify the Bank if someone has transferred or you think someone may transfer money from your Account without your permission, or if you suspect any fraudulent activity in your Account. You could lose all funds in your Accounts plus the maximum amount of any overdraft line of credit or discretionary overdraft limits where applicable. Refer to the account agreement for limits of liability and complete disclosures (if you would like an additional copy of this agreement, contact the Bank.)

You agree to take any reasonable actions requested by the Bank to prevent unauthorized transactions in your Accounts. Except as provided by this Agreement (or any other written agreement with the Bank), according to then-current Bank policies or procedures or applicable law, you will be liable for any unauthorized use of Online Banking for any unauthorized transactions related to your Accounts.

You understand and agree you are responsible to maintain with the Bank your current physical address, email address, home phone number, cell phone number, password reset question and answer and challenge questions and answers at all times and report any changes within 30 days from the date the change took place.

8. YOUR PASSWORD.

For security purposes, you are required to change the temporary Password we issue you the first time you access Online Banking. You determine what Password you will use, and your Password is not communicated to us. You agree that we are authorized to act on any instructions received under your Password. You are responsible for the confidentiality and security of your Password and agree to change your Password regularly. You agree that you are responsible to make certain that your user ID and password are maintained in a secure manner and not disclosed to any person who is not authorized to obtain account information or conduct transactions on your account. Your Password must contain no fewer than six characters. For purposes of security, we recommend that you create a Password that utilizes numbers, uppercase letters, lowercase letters, and special characters. Your Password should be complex and not be well-known or predictable phrases or be associated with any commonly known personal identification, such as Social Security number, address, date of birth or names of any children or spouse. Your Password should be memorized rather than written down. If you use any method of storing user ID's or passwords on your computer and/or electronic device, you agree that you are solely responsible for any access obtained to account information or any transactions conducted on any account as a result of the computer and/or electronic device being lost/stolen and/or compromised. After five unsuccessful attempts to use your Password, your access to Online Banking will be revoked. To reestablish your authorization to use Online Banking, you must be provided a new temporary Password. While this may be inconvenient, it is done as a security precaution. Notify us AT ONCE if you have lost your Password or if you think someone else may have it, so we can take appropriate action.

9. PREVENTING MISUSE.

In order to prevent misuse of your Accounts through Online Banking, you agree to promptly examine your statement for each of your Accounts as soon as you receive the statement(s). You agree to protect the confidentiality of your account and account number and your personal identification information, such as your driver's license number and Social Security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Password and login identification are intended to provide security against unauthorized entry and access to your Accounts. When connecting, connected to or using the System, you agree to ensure that no unauthorized person(s) have access to your computer or electronic device. If you fail to maintain direct control and supervision over your computer or electronic device or otherwise fail to ensure that no unauthorized persons have access to your computer or electronic device when connecting, connected to or using the System, you agree that any use of the System utilizing your password is not unauthorized use, and the bank and any other entities involved in the design, development or operation of the system are not responsible for any loss, expense, injury, cost or damage resulting from any access obtained to account information or any transactions conducted on any account, to the extent permitted by law. Data transferred through Online Banking is encrypted in an effort to provide transmission security, and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Even though we make reasonable efforts to ensure that Online Banking is secure, you acknowledge that the Internet is not totally secure and it is possible that data transfers, including electronic mail, could be monitored and read by others with the proper resources. We cannot and do not warrant that all transactions utilizing Online Banking, or email transmitted to and from us, will not be monitored or read by others. By using Online Banking, you agree to accept this risk.

For your protection, the Bank recommends that you change your Passwords regularly. It is recommended that you memorize Passwords and not write them down. Passwords and Login IDs are case sensitive. You may use numbers or letters or a combination of each (which is what the Bank recommends). For security reasons, the Bank recommends that you do not allow your Windows program to remember any Password or Login information. Requirements for Passwords, including provisions designed to protect your Accounts, are set forth



in the Service Requirements & Guidelines. For assistance with access to your account, contact the Bank's Customer Service Center at the telephone number listed above in **Communications Between Us and You** section of this agreement.

10. SECURITY AND PRIVACY.

The Bank takes the issue of secure access and user authenticity seriously. Please review the "Security Statement" on the Bank's website for more information. By accessing Online Banking, you acknowledge the importance of your role in preventing misuse of your Accounts through Online Banking and agree to promptly examine activity for each of your Accounts. The Bank undertakes no obligation to monitor transactions through Online Banking to determine that they are made on your behalf.

The Bank understands how important privacy is to customers. The Bank has taken steps to protect the privacy and security of your personal information as well as your financial transactions with it. You should read the "Privacy Notice" on the Bank's website before completing the enrollment process for Online Banking.

In addition to protecting your Passwords and other Account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other Account information may allow unauthorized access to your Accounts. It is your responsibility to treat personal information with the same level of care as your Account information. You are also responsible for protecting and securing all information and data stored in your PC's hard drive. For additional guidance on information security, please click on the "Protect Yourself" section on the Bank's website.

11. FEES AND CHARGES.

You agree to pay the fees and charges disclosed to you for your use of Online Banking. All such fees and charges will be deducted from the checking account designated on your Enrollment Form as the "Primary Checking Account" on the last Business Day of each month without further notice to you. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for Online Banking you request that are not covered by this Agreement. You are also responsible for any telephone and Internet fees that you may incur in connection with your use of Online Banking.

12. POSTING OF TRANSFERS.

Transfers (other than wire transfers) initiated through Online Banking no later than 5:00 P.M. (EST/EDT) on a Business Day (the "Cut-Off Time") are posted to your account the same day. Transfers (other than wire transfers) initiated through Online Banking after 5:00 P.M. (EST/EDT) on a Business Day or initiated on a day other than a Business Day, will be processed on the next Business Day. Online Banking identifies transfers based upon the Login ID of the user who made the electronic transfer. The transaction history in the transfer option will not reflect transfers made by multiple users from the same account if a different Login ID was used. You are responsible for communicating with any other persons with authorized access to your Accounts concerning any transfers or bill payments they may have made from your Accounts in order to avoid overdrafts and lack of complete information. The Cut-Off Time (including, but not limited to, the Wire Transfer Cut-Off Time) for transfers initiated through Online Banking may be changed from time to time by the Bank at its sole discretion, for example, but not limited to, in case of a federal holiday or an emergency. You must have enough available funds in any Account from which you instruct us to make a transfer. All transfers will be in U.S. dollars. For

security reasons, we may implement limits on the number and/or amount of transactions you can make using Online Banking.

13. BILL PAYMENT SERVICE.

Use of the Bill Payment Service is governed by the TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE of Online Banking that is presented upon first use of the bill payment service. **See separate agreement.** Bill Payment is a service provided via **Online Banking** by an independent third party, Fiserv Corporation (formerly CheckFree). The Terms and Conditions may also be accessed at any time via the online Bill Payment 'Help' menu.

All payees must be set up via Online Banking's Bill Payment service before they will appear in the Mobile Banking Service. Payees are listed in Mobile Bill Pay by their Biller Nickname or Biller Name, if a nickname has not been created.

14. MOBILE BANKING SERVICE.

A. DESCRIPTION OF SERVICES.

In order to access Mobile Banking, you must be an active Unified Bank customer. You can access Mobile Banking on a Mobile Device with Short Message Service (SMS), a mobile web browser in conjunction with an SMS or data service, or an Application in conjunction with SMS or a data service. Unified Bank does not charge a fee to access Mobile Banking.

B. RELATIONSHIP TO OTHER AGREEMENTS AND FEES.

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your agreements with us, our affiliates, and/or any unaffiliated service providers, including, but not limited to, your mobile service provider (e.g., AT&T, Sprint, T-Mobile, Verizon, etc.). You understand that those agreements may include fees, limitations and restrictions which may impact your use of Mobile Banking. Your mobile provider may impose data usage or text message charges for your interaction with Mobile Banking, and you agree to pay all such fees. Contact your Mobile Device service provider for details.

C. RESPONSIBILITY.

You are responsible for providing your own hardware and software to access the Mobile Banking, including a Mobile Device. The hardware and software that you use may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee functionality of Mobile Banking on all wireless devices. You agree to take every precaution to ensure the safety, security and integrity of your account(s) and transactions when using Mobile Banking. You agree not to leave your mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your Login, Password, PIN or other access information to any person. If you do, we will not be liable for any damage resulting to you. You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking.

In case of unauthorized access to your Mobile Device, you agree to cancel enrollment in Mobile Banking for that device immediately by contacting the Bank using the Contact Information section of this Agreement.

D. CHANGES OR CANCELLATION.

We will use reasonable efforts to make Mobile Banking available for your use on a continuous basis. Mobile Banking may be unavailable for short periods of time for regular or emergency system maintenance. In addition, accessibility to Mobile Banking may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use diligent efforts to re-establish Mobile Banking as promptly as possible. We do not promise Mobile Banking will always be available for your use. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of Mobile Banking. We reserve the right to change or discontinue Mobile Banking at any time. If we choose to discontinue Mobile Banking, we will provide you with a reasonable notice in advance of that fact. You may cancel your participation in Mobile Banking by calling us at 888-275-5566.

E. ACCEPTANCE*.

When you enroll in Mobile Banking, you agree to the terms and conditions of this Agreement and the Mobile Remote Deposit Agreement attached hereto as Exhibit A*.

15. PERIODIC STATEMENTS.

You will not receive a separate Online Banking statement. Transfers to and from your Accounts using Online Banking will appear on the respective periodic statement(s) for your Accounts.

16. CHANGE IN TERMS.

We may change any part of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available Electronic Fund Transfers or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) days prior to the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on our website or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or our Electronic Funds Transfer system, we will notify you of the change in terms within thirty (30) days after the change is effective. Your continued use of any or all of Online Banking indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures.

17. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, INCLUDING BILL PAYMENTS.

Contact us as soon as you can either by telephone, mail or email (all of our contact information is listed in paragraph __ below) if you think your statement is wrong, or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you contact us:

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

- If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in writing on paper by postal mail or fax within ten (10) Business Days.

We will communicate to you the results of our investigation within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new account) after you contact us, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a new account) 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 on paper and we do not receive it within ten (10) Business Days, we may not credit your account. An account is considered a new account for thirty (30) days after the first deposit is made, if you are a new customer.

We will tell you the results within three (3) 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.

18. OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER.

If we do not complete a transfer to or from your Account, on time or in the correct amount, according to your instructions and in accordance with this Agreement, we will be liable for your losses or damages caused as a result. However, there are some exceptions. You bear all risk and liability for transfer or payment orders that misidentify the beneficiary, beneficiary bank, or any intermediary bank due to inconsistencies between written name and account number.

Furthermore, we will not be liable:

- If, through no fault of ours, you do not have enough money in your Account to make a transfer.
- If the transfer would cause your balance to go over the credit limit of an established line of credit.
- If the terminal or Online Banking was not working properly and you knew about the problem when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If malfunctions or capacity reductions or other problems in your hardware or software or in communications or data transfer networks affect the accuracy or timeliness of the transfer.

19. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS.

CONTACT US IMMEDIATELY if you believe your Login ID, Password, or other Log-In Credentials have been lost, stolen, misused, used without your authorization or otherwise compromised or if someone has transferred or may transfer money from your Accounts without your permission. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your Accounts (plus your maximum overdraft line of credit or discretionary overdraft limit, if any).

If you are a business customer, you understand that: (i) you may be liable for any and all transactions initiated through Online Banking using your Login ID, Password, or other Log-In Credentials, whether actually transmitted or authorized by you; and (ii) we shall have no duty or obligation to verify either the authenticity of such transactions initiated through the use of your Login ID, Password, or other Log-In Credentials or the identity or authority of the person executing such transactions.

If you are a consumer and believe your Login ID, Password, or other Log-In Credentials have been lost, stolen, misused, used without authorization, or compromised, and you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Login-ID and Password without your permission. If you fail to notify us within two (2) Business Days after you learn of the loss or theft, and we can prove we could have stopped someone from using your credentials to access your Accounts without your permission if you had told us, you could lose as much as \$500. In addition, you must report any unauthorized transactions that appear on your statement within 60 days of its mailing to avoid liability for subsequent transfers. If you fail to do so, you may be held liable for the amount of all unauthorized transfers that occur after the 60th day, provided we can establish the loss would not have occurred had you notified us within the 60-day period.

20. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.

THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ONLINE BANKING SYSTEMS PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT WARRANT THAT ONLINE BANKING WILL OPERATE WITHOUT ERRORS, OR THAT IT WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ONLINE BANKING OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO ONLINE BANKING, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY. IN NO EVENT SHALL THE LIABILITY OF THE BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH ONLINE BANKING.

A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment Services Accounts. Unless otherwise required by applicable law, we are only responsible for performing Online Banking and Bill Payment Services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. 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 the Bank, you do not have enough money in your Account to make the bill payment or transfer;
- (ii) If the terminal or system was not working properly or were temporarily unavailable and the problem should have been apparent to you when you attempted the transfer or bill payment;
- (iii) If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken;
- (iv) If there is a hold on your Account, or if access to your Account is blocked, in accordance with our Bank policy;
- (v) If your funds are subject to a legal proceeding or other encumbrance restricting the transfer;
- (vi) If your transfer authorization terminates by operation of law;
- (vii) If you believe someone has accessed your Accounts without your permission and you fail to notify the Bank immediately;
- (viii) If we have received incomplete or inaccurate information from you or a third party involving the Account

or transfer;

(ix) If we have a reasonable basis for believing that unauthorized use of your Password or Account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement; or

(x) If the Account has been closed.

IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES IN EXCESS OF YOUR ACTUAL LOSS DUE TO OUR FAILURE TO COMPLETE A TIMELY PAYMENT, AND WE SHALL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

B. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider, by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment Account.

C. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

21. YOUR RIGHT TO TERMINATE.

You may cancel Online Banking at any time by providing us with written notice by postal mail, fax or email. Your access to Online Banking will be suspended within three (3) Business Days of our receipt of your instructions to cancel Online Banking. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

22. OUR RIGHT TO TERMINATE.

You agree that we can terminate or limit your access to Online Banking for any of the following reasons without prior notice:

- If you have insufficient funds in any one of your Accounts. Online Banking may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits.
- If you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- For any other reason at our sole discretion.

23. ALERT COMMUNICATIONS.

Periodically, the Bank may send email notifications about Online Banking. The email address for this purpose is customercare@unifiedbank.com. This is an Online Banking, system-generated functionality from the BANK that customers may elect to receive.

24. CONSENT TO ELECTRONIC DELIVERY OF NOTICES.

You agree that any notice or other type of communication provided to you pursuant to this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on Online Banking website or by email. You agree to notify us immediately of any change in your email address.

25. OTHER RULES.

The terms and conditions of the deposit agreements for each of your Accounts, as well as your other agreements with the Bank (such as loans), continue to apply and nothing in this Agreement shall be construed as modifying any of those agreements.

26. APPLICABLE LAW.

This Agreement will be construed in accordance with and governed by the laws of the State of Ohio and the United States of America. Section headings are for convenience only and will not affect the meaning of the provisions hereof. Furthermore, if any term, covenant or condition of this Agreement be invalid or unenforceable, the remainder of this Agreement shall be unaffected and each term, covenant or condition shall be valid and enforced to the fullest extent permitted by law. If our performance of Online Banking provided for herein in accordance with the terms of this Agreement would result in a violation of any existing or future law, rule or regulation to which we are subject, then these Agreement will be deemed amended to the extent necessary to comply with that law, rule or regulation, and we will incur no liability to you as a result of such violation or amendment. Both you and we agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this Agreement, will exclusively be in the state or federal courts located in Belmont County Ohio. **Both you and we agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under this Agreement.**

27. WAIVERS.

Any waiver by either party of any of the terms of this Agreement, or any default or breach of this Agreement, must be in writing; any waiver shall not constitute a waiver of any other or subsequent default or breach.

28. ASSIGNMENT.

You may not assign your rights and obligations under this Agreement. We may assign our rights and obligations without your consent. This Agreement is binding on your heirs and our successors and assigns.

29. INDEMNIFICATION.

You agree to indemnify, defend, and hold us, and our affiliates, officers, directors, employees, consultants, agents, other service providers and licensors harmless from any and all third party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from (a) infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through any Online Banking service; (b) any fraud, manipulation or breach or violation of this Agreement by you; (c) any dispute with you over the terms and conditions of an agreement or related to the purchase or sale of any goods or services by you; (d) your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of any Law or rights of a third party; (e) your use of any Online Banking service or use of your Accounts by any third party; (f) our reliance on the information, instruction, license and/or authorization

provided by you under or pursuant to this Agreement or your use of any Online Banking service; (g) any third-party claim, demand, suit, action or other proceeding and any expenses related to any Online Banking or Bill Payment Account. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. Your obligation under this paragraph shall survive termination of the agreement.

30. COMPLETE AGREEMENT.

This Agreement, together with **Mobile Banking Addendum** Mobile Remote Deposit Agreement and **Bill Payment Services Terms and Conditions** constitute the entire agreement between you and us with respect to Online Banking, Bill Payment Services, and Mobile Banking. There are no understandings or agreements other than those stated in this Agreement and you agree that you do not rely on any other understandings or agreements, including statements and representations made by any of our employees, other than those stated in these Agreement.

Exhibit A

MOBILE BANKING

Thank you for using Unified Bank Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply. For help, text "HELP" to 31727. To cancel, text "STOP" to 31727 at any time.** In case of questions please contact customer service at 888-275-5566 or visit unifiedbank.com.

Terms and Conditions

- **Program:** **Unified Bank** offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Message & Data rates may apply.** Customers will be allowed to opt out of this program at any time.
- **Questions:** You can contact us at 888-275-5566, or send a text message with the word **"HELP"** to this number: **31727**. We can answer any questions you have about the program.
- **To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says **"STOP"** to this number: **31727**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- **Terms & Conditions:** By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Unified Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Unified Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Unified Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Unified Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Unified Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Unified Bank or any third-party

service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Unified Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Unified Bank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Unified Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to Unified Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Unified Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY

OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Alerts Additional Terms.

The following Alerts terms and conditions (“Alerts Terms of Use”) only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

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

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



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

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

Alerts via Text Message. To stop Alerts via text message, text **"STOP"** to **31727** at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Unified Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **31727**. In case of questions please contact customer service at **{FI Phone Number}**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **Unified Bank** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Unified Bank's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Unified Bank**, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

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

<https://unifiedbank.com/privacy-policy>

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Unified Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Unified Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

Biometric Login for Mobile Banking.

Biometric login is an optional biometric sign-in method for Unified Bank Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and Unified Bank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within Unified Bank Mobile Banking. Unified Bank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Unified Bank Mobile Banking.

Exhibit B

MOBILE REMOTE DEPOSIT AGREEMENT

Unified Bank, a state-chartered bank, and “Account Owner” as defined below, hereby enter into, as of the date the Bank grants access to the Services (the “effective date”), this Mobile Remote Deposit Agreement (“Agreement”). The Agreement consists of general terms and conditions, exhibits, and any amendments attached hereto or hereafter and incorporated by reference.

1. GENERAL TERMS AND CONDITIONS AGREEMENT.

This agreement establishes the rules that govern the processing of deposited checks through Account Owner’s Account(s) at the Bank using Mobile Remote Deposit. From time to time, the Bank may amend any of the terms and conditions contained in this agreement. Such amendments shall become effective as stated on any notice sent to you, the Account Owner. Examples of such notices might include, but are not limited to, newsletters, disclosures, etc. By using the Mobile Remote Deposit, you accept all the terms and conditions of this agreement. Please read it carefully. The terms and conditions of account agreement and disclosures for Account Owner’s deposit accounts and each of Account Owner’s loan agreements continue to apply notwithstanding anything to the contrary in this agreement.

2. RULES, LAWS AND REGULATIONS.

You agree to abide by and comply with all applicable local, state, and federal rules, laws and regulations which are in existence as of the date of this agreement, amended from time to time, and which may be hereafter adopted or promulgated. These rules include but are not limited to Regulation CC promulgated by the Board of Governors of the Federal Reserve Bank (12 CFR Part 229), the Bank Secrecy Act (BSA), and Article 4 of the Uniform Commercial Code of Ohio.

3. DEFINITIONS.

In addition to all the other terms defined herein, the following terms shall have the following meanings:

- “We”, “Our”, “Us”, and “Bank” shall mean Unified Bank, its employees, directors, officers, representatives, and agents.
- “You”, “Your”, and “Account Owner” shall mean the Account Owner authorized by Bank to use the Mobile Remote Deposit, and any user authorized to exercise control over funds deposited in Account Owner’s Account through the Mobile Remote Deposit program.
- “Account” or “Accounts” shall mean the individual checking, savings account(s) deposited with Bank through the Mobile Remote Deposit program.
- “Check” or “Checks” shall mean negotiable demand draft(s) drawn or payable through an office of a United States based financial institution, as well as demand draft(s) drawn on a Federal Reserve Bank or a Federal Home Loan Bank or on the Treasury of the United States. Check(s) include original Check(s) and substitute Check(s). Check(s) do not include noncash items payable in a medium other than United States dollars. A draft may be a Check even though it is described on its face by another term, such as “money order.”
- “Image Item” means digitized image(s) of check(s) that are created by you and transmitted to the Bank using the services.

- “Services” means any of the Mobile Remote Deposit functions offered and or used by you in connection with this agreement, including optional and future services added by an addendum.
- “System” means the program that is maintained by the Bank, or other third parties, that you connect to through the internet in order to access the services.
- “Mobile Remote Deposit” means the deposit of paper checks into your Accounts using your Mobile Device(s) and commonly may be referred to as Mobile Deposit.
- “Mobile Device” means a cellular telephone, smart phone, tablet, or similar wireless communication device with an embedded camera and that is installed with software permitted by us that you have downloaded in order to conduct Mobile Remote Deposit activities.
- “Original Check” means the first paper check issued with respect to a particular payment transaction.
- “Substitute Check” has the meaning given in Regulation CC promulgated by the Board of Governors of the Federal Reserve Bank (12 CFR Part 229).

4. SERVICES AND FUNDS AVAILABILITY.

Once approved for the Mobile Remote Deposit program, you may use the Services to deposit Checks into your Account(s) with the Bank, subject to the terms of this Agreement. Checks deposited through the services will be converted to Image Items for processing. The Services are subject to transaction limitations and the Funds Availability Disclosure, as set forth in the account agreement and Truth-In-Savings disclosure, which govern the use of your Account.

We are notifying you in advance that deposits made by the Mobile Remote Deposit program do not fall under the standard provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply. Funds that are deposited using Mobile Remote Deposit will not be deemed “received” by us until we have received an Electronic Image that meets all of the requirements for deposits (including all requirements to create a Substitute Check) stated in this Agreement and in any Documentation. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items and transactions drawn on your Account. For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, federal holidays, and bank holidays. If you make a deposit via Mobile Remote Deposit by the cut-off time of 4:45 PM ET on a day that is not a Business Day, we will consider such deposit made on the next Business Day we are open.

The maximum single Mobile Remote Deposit item is \$1,500.00. Local checks made through the Mobile Remote Deposit program will generally be available according to the following scenario:

Local check Mobile Remote Deposit \$1,500.00 per check
\$1,500 made available on the first Business Day following review

5. RETURNED DEPOSITS.

Any credit to your Account using Mobile Remote Deposit is provisional. If a Check deposited through Mobile Remote Deposit is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an image of the Original Check, a paper reproduction of the Original Check or a Substitute Check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you.

We may debit any of your Accounts with us to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

6. ACCOUNT OWNER ELIGIBILITY.

You understand that you must be a Unified Bank Account Owner in good standing, and meet other pre-determined qualifying factors to qualify for the Services. To determine if you are eligible for these Services, visit any Unified Bank branch or contact us at 888-275-5566.

7. ACCESS.

To use Mobile Remote Deposit, you must have a compatible Mobile Device with our System, access to telecommunication services necessary for the Mobile Remote Deposit service. Application upgrades may be required from time-to-time for continued use of the Services.

8. EQUIPMENT OR SYSTEM FAILURE.

In the event of a System failure, you agree that, in order to deposit your Checks, you must deliver them directly to a Bank branch office for processing. If the Checks were scanned prior to the System failure, you must obtain our approval before delivering the Checks to a branch office for processing.

9. HOURS OF ACCESS.

Services are available 24 hours per day, 7 days per week, although some or all Services may not be available occasionally due to emergency or scheduled System maintenance. Transmission deadlines and funds availability terms and conditions apply. We agree to post notice of any extended periods of non-availability on the Mobile Remote Deposit and or Bank website.

10. TRANSMISSION DEADLINES.

Image Item deposits initiated through the System before 4:30 PM Eastern Time Monday through Friday are posted to Account Owner's Account the same day, subject to funds availability. In the event that we receive an Image Item from you after the cutoff time or on a day that is not a Business Day, the Image Item is considered as received by us at the opening of the next Business Day. For the Mobile Remote Deposit program, a Business Day is defined as Monday through Friday, except for Federal holidays, holidays observed by the State of Ohio, and holidays observed by the bank. You are responsible for understanding and building into your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

11. AUTHORIZED USERS.

The Bank shall be entitled to rely on the apparent authority of any person who accesses the Services using valid Account Owner and user login IDs and Passwords, including such persons who may not be signers on Account Owner's Account. Except as otherwise provided by law, you will indemnify Bank and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Services. You agree to provide each authorized user a copy of this Agreement in connection with their use of the Services. The Bank may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on your Account at our discretion. We may deny your access to the Services without prior notice if we are unable to confirm any person's authority to access the Services or if we believe such action is necessary for security reasons.

12. SECURITY.

You understand the importance of your role in preventing misuse of your Accounts associated with the Mobile Remote Deposit program, and you agree to promptly examine your paper or electronic statement for each of your Accounts as soon as you receive it and notify us of any errors in accordance with your account agreement. You agree to protect the confidentiality of your Accounts and account number and Passwords. Data transmitted via the Services is encrypted in an effort to provide transmission security. Mobile Remote Deposit utilizes identification technology to verify that the sender and receiver of transmissions related to the Services can be appropriately identified by each other. Notwithstanding our efforts to ensure the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot, and do not, warrant that all data transfers utilizing Mobile Remote Deposit or e-mail transmitted to and from us will not be monitored or read by others. You agree to notify us immediately if you believe any Passwords have been lost, stolen, used without your permission, or otherwise compromised. Call us immediately at the number in the Contact Information section of this agreement.

13. USE OF SERVICES.

As a condition to using the Services, you agree that you are solely responsible for the use of the Services and that you will use the Services in accordance with this agreement. You agree not to attempt to circumvent the security features of the Services or the System or make any improper or unauthorized transfer of funds from your Accounts via the Services or the System. You agree that you are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the System and the Services as well as accessing or using the System or the Services in any other unauthorized manner. You agree to be liable to the Bank and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the Services or the System by you or your authorized users.

You are prohibited from using the Services for any activity that:

- Would result in you being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations;
- Knowingly accepts restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
- Directly or indirectly relates to the use of the Services that is illegal or fraudulent.

14. DEPOSIT OF ORIGINAL CHECKS.

You agree that no Check deposited to the Bank shall cause funds to be debited more than once from the account of the maker. You agree that once deposited, the Original Check, a duplicate Check image, or any copy of the Original Check or Check image will not be deposited by you with the Bank (unless we instruct you to do so) or under any circumstances with any other financial institution.

15. CHECK RETENTION PERIOD.

You agree that you will preserve the originals of all Checks, processed through the Services pursuant to this agreement for thirty (30) calendar days after the day of deposit (“Retention Period”). After you receive a message indicating the deposit was successful, write “Mobile Deposit” on the Check front. The risk of loss due to the unavailability of the original or copy of a Check for any reason, during the retention period, shall be exclusively on the Account Owner.

16. DESTRUCTION OF ORIGINAL CHECKS.

You will be fully responsible for the destruction of the Checks. You agree to use commercially reasonable method(s) to destroy Original Checks after the required retention period has expired. You agree to destroy and dispose of the Original Checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You are required to implement such procedures to ensure that the Original Checks are not accessed by unauthorized persons during the storage, destruction and disposal process and, once destroyed, the Original Checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment). The risk of loss associated with the accidental inclusion of a physical Check in the check collection process or with a lost, destroyed, stolen or misplaced Check shall be exclusively on the Account Owner.

17. ACCOUNT OWNER REPRESENTATIONS AND WARRANTIES.

You represent and warrant that all Checks transmitted through the use of the Services are made payable to the Account Owner, all signatures and endorsements on each Check are authentic and authorized, and that each Check has not been altered.

18. PROHIBITED CHECKS.

You agree that Checks scanned through the use of the Services will not:

- be payable to any person or entity other than you;
- be prohibited by, or received in violation of, any law, rule or regulation;
- be known or suspected (or should have known or suspected) as fraudulent or otherwise unauthorized by the owner of the account on which the Check is drawn;
- have been previously cashed or deposited;
- be postdated or more than six (6) months old;
- be payable to cash;
- be irregular in any way;
- be drawn on financial institutions that are located outside the United States;
- be payable in any currency other than United States Dollars.

19. ENDORSEMENT OF CHECKS.

You agree to properly endorse each Check prior to submitting such Check through the use of the Services. **Checks deposited through Mobile Deposit should be endorsed “For Mobile Deposit Only - Unified Bank” along with the payee’s signature.**

20. IMAGE QUALITY.

You are responsible for inspecting and verifying the quality of the images associated with Image Items, thus ensuring that the digitized images of the front and back of Original Checks are legible for all posting and clearing purposes by the Bank. Specifically, you are representing and warranting to the Bank that:

- A. The Image Item is an accurate representation of all information on the front and back of the Original Check at the time the Original Check was converted to an Image Item, and the Image Item contains all endorsements from the Original Check necessary to permit Bank to:
 - (i) Acquire rights of a holder in due course in the collection process of Checks and other items;
 - (ii) Handle, process, maintain and destroy imaged Checks; and

- (iii) Ensure that neither Bank nor any other financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for a Check or Image Item more than once in any form.
- B. Each Image Item (or related electronic data file) contains a record of all MICR line (special characters printed on the bottom of a Check) information required for a Substitute Check and accurately represents all the information on the front and back of the Original Check.

21. ADJUSTMENTS.

Once an Image Item is captured, the System will display captured encoded fields for your review. You will be required to make corrections to encoding not read or missing from the scanned Check, including entering the legal amount of the Check. We reserve the right to adjust your deposit after you have submitted it for processing. Adjustments are only to correct mistakes in the value of Image Items deposited, mistakes in encoding, or for missing or illegible Image Items.

22. TERMINATION.

We are permitted to terminate any or all of the Services immediately should you breach any part of this agreement or of the account ownership agreement. We are also permitted to terminate any or all of the Services immediately if we are no longer able to provide such Services.

23. ADDITIONAL RIGHTS AND REMEDIES.

Checks deposited using Mobile Remote Deposit are subject to our verification and final inspection process. We may at any time deposit an Image Item or return all or part of a deposit of multiple Image Items to you without prior notice. We are under no obligation to inspect or verify any Image Item to determine accuracy, legibility or quality of the Image Item or MICR line information associated with the Image Item, or for any other purpose. However, we may correct or amend MICR line information associated with an Image Item to facilitate processing of the Image Item or a Substitute Check created from that Image Item. We may process and collect an Image Item or a substitute Image Item through one or more Check clearing houses, Federal Reserve Banks, or other private clearing agreements with other financial institutions. We may hold and use funds in any deposit account of yours following termination of this Agreement and the Services for such time as we reasonably determine to be necessary for us to be assured that no Image Item processed by us prior to termination may be returned, charged back, or otherwise become a source or cause for any loss, liability, cost, exposure or other action for which the Bank may be responsible, with such right being in addition to any other rights we may have with respect to your Accounts. You recognize that our representations and warranties to others with regard to Image Items and Substitute Checks may expose the Bank to claims for several years following processing of any particular Image Item or Substitute Check.

- A. If a payor financial institution returns an Image Item to us for any reason, we may charge your applicable account for the returned Image Item, whether or not the return is timely and proper, and we may further either:
 - (i) Return the Image Item to you; or
 - (ii) Re-present it to the payor financial institution before returning it to you.

Items may be returned either as Image Items, or Substitute Checks. If a payor financial institution or other third party makes a claim against us or seeks a recredit with respect to any Image Item processed, we may

provisionally freeze or hold aside a like amount in the applicable account pending investigation and resolution of the claim;

- B. We may immediately suspend the Services or the System or the processing of any Check or corresponding electronic Image Item if we have reason to believe that there has been a breach in the security of the Services or System, fraud involving your Account(s) or Check(s), or any uncertainty as to the authorization or accuracy of electronic Image Items, including the right to process electronic Image Items on a collection basis at any time; and
- C. We may refuse to process any non-conforming Image Items, including without limitation any Image Items that do not meet the definition of a "Check" set forth herein.

24. CONTACT INFORMATION.

Notifications required by this agreement are to be directed to us at the address or phone numbers listed below.

Unified Bank
201 S. Fourth Street
P.O. Box 10
Martins Ferry, Ohio 43935
Phone: 1-888-275-5566
CustomerCare@UnifiedBank.com

25. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY AND INDEMNIFICATION.

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE MOBILE REMOTE DEPOSIT SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT SERVICES WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AND OR BY REASON OF YOUR USE OF OR ACCESS TO MOBILE REMOTE DEPOSIT SERVICES. THE BANK SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND SHALL BE LIABLE ONLY FOR ITS NEGLIGENCE IN PERFORMING THOSE SERVICES. THE BANK SHALL NOT BE RESPONSIBLE FOR THE ACCOUNT OWNER'S ACTS OR OMISSIONS (INCLUDING WITHOUT LIMITATION THE AMOUNT, ACCURACY, OR TIMELINESS OF TRANSMITTAL) OR THOSE OF ANY PERSON, INCLUDING WITHOUT LIMITATION ANY FEDERAL RESERVE FINANCIAL INSTITUTION OR TRANSMISSION OR COMMUNICATIONS FACILITY, AND NO SUCH PERSON SHALL BE DEEMED THE BANK'S AGENT. THE ACCOUNT OWNER AGREES TO HOLD HARMLESS AND INDEMNIFY THE BANK AGAINST ANY CLAIMS, DAMAGES, LOSS LIABILITY, OR EXPENSE (INCLUDING ATTORNEY'S FEES AND EXPENSE) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT THE BANK IS RESPONSIBLE FOR ANY ACT OR OMISSION OF THE ACCOUNT OWNER, OR ANY OTHER PERSON DESCRIBED IN THIS PARAGRAPH. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH THE ACCOUNT OWNER MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FORGOING PROVISIONS, OR THE PROVISIONS OF THIS AGREEMENT, THE BANK SHALL BE EXCUSED FROM FAILING TO ACT OR FROM DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF

TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, WAR, EMERGENCY CONDITIONS OR OTHER CIRCUMSTANCES BEYOND THE BANK'S CONTROL. IN ADDITION, THE BANK SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING A DEPOSIT IF SUCH TRANSMITTAL WOULD RESULT IN THE BANK VIOLATING ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE OR ANY RULE OR REGULATION OF ANY OTHER UNITED STATES GOVERNMENTAL REGULATORY AUTHORITY. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN TO THE CONTRARY, IN THE EVENT OF DEFAULT UNDER THE TERMS OF THIS AGREEMENT BY THE ACCOUNT OWNER, THE BANK SHALL HAVE ALL RIGHTS AND REMEDIES AVAILABLE AT LAW OR IN EQUITY.

You agree to indemnify and hold us, our affiliates and other service providers and each of our and their respective officers, directors, employees and agents harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorneys' fees and court costs at trial or on appeal) we suffer or incur arising, directly or indirectly:

- From your failure to follow the Check eligibility or endorsement standards outlined in this Agreement;
- From your breach of your warranties to us under this Agreement;
- As a result of your acts or omissions in the capturing, creation, or transmission of an Image Item;
- From any duplicate, fraudulent, or unauthorized presentment of a Check or Image Item;
- For any loss caused by our acceptance of an Image Item in lieu of an Original Check; or
- From any other act or omission arising out of our action or inaction taken pursuant to any request by you or pursuant to this Agreement.

26. GOVERNING LAW.

This Agreement shall be construed in accordance with Ohio law and the laws of the United States of America. Both you and we agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this Agreement, will exclusively be in the state or federal courts located in Belmont County Ohio. **Both you and we agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under this Agreement.**

27. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

28. ACCEPTANCE.

Your use of the Services constitutes your acceptance of this Agreement. The Bank reserves the right to change the terms for the Services described in this Agreement by notifying you of such change in writing and we may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of the Services will indicate your acceptance of the revised Agreement.

(End Mobile Remote Deposit Agreement)

Exhibit C

EXTERNAL ACCOUNT/TRANSFERNOW AGREEMENT

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Unified Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: 201 S. 4th St., P.O. Box 10, Martins Ferry, OH, 43935. We may also be reached at 888.275.5566 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us,

including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling,

games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection

with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title

and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be

permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. **BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.**

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN

NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 - 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
 - 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2. Transfer Methods and Amounts. Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service).

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned or Failed Transfers. In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.



"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.