

## **UNITED BANK E-SIGN DISCLOSURE**

### **ELECTRONIC NOTICE DISCLOSURE AND CONSENT**

Please read this Electronic Notice Disclosure and Consent carefully and retain a copy for your records. In this agreement, "we", "us" and "our" mean United Bank and "you" and "your" means each account holder, product owner and/or service user identified on an account, product or service.

This Consent contains important information about how we will deliver all disclosures, notices, terms and conditions, communications or other documents (hereby known collectively as "Notices") related to the provision of online banking services ("Service"). This Consent covers every account, product or service we offer for which you apply, own, use, administer or access using the Service either by Internet, a website, e-mail, messaging services and/or software applications through a computer or mobile device either now or in the future.

**ELECTRONIC ACCESS:** Notices may be delivered to you electronically in a variety of ways. These methods are described in the United Bank Online Banking Agreement and in other agreements in which we may enter with you from time to time. We will provide Notices as part of your account opening process or your enrollment process for the Service. You elect and consent, at our discretion, to the electronic delivery of e-mail alerts regarding your account information as well as disclosures and notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time. The information may include, but is not limited to: Alerts, Notices, eStatements, Disclosure Notice of change in terms for your deposit account, Terms and Conditions of your deposit account, Electronic Funds Transfer Disclosure, Availability Policy, Truth in Savings, Privacy Disclosure, Opt-Out Notices, Billing Rights Notice of change in schedule of fees, Annual Privacy Notices and/or any other important legal notices that affect you.

**CONTACT INFORMATION:** You must have an active e-mail address in order to use the Service. Once established, you may log on to our Online Banking site via the Internet, use your personal credentials to access your account, and access eStatement setup. Online Banking is generally available 24 hours a day, seven days a week; however, service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

You must promptly notify us of any change in your e-mail address or other contact information. You may do so by logging into Online Banking and select the "Options Tab". Click on "Update Customer Information". Correct your information, enter your password at the bottom of the page and click "Submit" to update your email address. You may also notify us by calling 251-446-6000 or by writing to: United Bank PO Box 8, Atmore, AL 36504. If you fail to update or change an incorrect or invalid e-mail address or other contact information, you understand and agree that all Notices shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our websites, e-mailed to the e-mail address on our records, or delivered through other electronic means.

**RIGHT TO RECEIVE PAPER COPIES:** Once you enroll in this voluntary program, your paper statement will no longer be mailed to you. Although you have elected electronic delivery, you do have the right to receive a paper copy of your periodic statements, disclosures, and notices. To request a copy of your periodic statement, please telephone us at 251-446-6000 or write to: United Bank PO Box 8, Atmore, AL 36504. There may be a fee for requesting any paper copy of an electronic statement we have previously provided to you. Please refer to the current fee schedule.

**YOUR RIGHT TO WITHDRAW CONSENT:** You have the right to withdrawal consent to receive your statements or Notices in electronic form at any time. If you elect to withdraw your consent at no cost to you however, your access to, and use of, the Service will be terminated. To withdraw your consent, you may call us at 251-446-6000 or by writing to: United Bank PO Box 8, Atmore, AL 36504.

Any withdrawal of your consent will be effective only after we have had a reasonable period of time to act upon your withdrawal. Any withdrawal of your consent to receive electronic communications will not affect the legal validity, enforceability and binding effect of any Notice you received, electronic or otherwise, before the effective date of the withdrawal of your consent. If your eStatement Cancellation notification is received at least five (5) business days prior to the end of your statement cycle, your current (monthly/quarterly) statement will be distributed to you in paper form. If it is not received within the above-mentioned time frame, your current (monthly/quarterly) statement will be distributed to you in electronic form and subsequent statements will be distributed to you in paper form.

**ACCESS REQUIREMENTS:** You must have a computer, Internet access, and Internet browser using 128 bit encryption or higher, the most current version of Adobe Acrobat Reader and a printer or ability to download and print eStatements, Notices, and disclosures for your records. Adobe Acrobat may be downloaded at no charge from <http://www.adobe.com/products/acrobat/readstep2.html>.

If there is a change in the hardware/software requirements associated with this service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your sole responsibility to ensure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the Service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your ability to participate in electronic delivery of Notices.

**ELECTRONIC "SIGNATURE" AGREEMENT AND SECURITY:** You agree that your use of a key pad, mouse or other device to select an item, button, icon, or similar act/action, or to otherwise provide the Bank instructions while participating in our eStatement service; or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Bank.

You agree and acknowledge that you will keep your password and other security codes and identification data confidential, and you will immediately notify the Bank should you believe that your password has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

**EMAIL ADDRESS REQUIRED—NOTIFICATION OF STATEMENT AVAILABILITY:** Your email address is required to participate in our eStatement delivery service. We will send you an email notification at your last email address of record when your online statement is available. You agree to accept responsibility for updating your email address within Online Banking. Your online statements will remain accessible on our website for at least six (6) months.

**CONTRACTUAL AGREEMENTS/MODIFICATION:** This electronic consent supplements and modifies other agreements that you may have with the Bank. To the extent that this consent and another agreement contain conflicting provisions, this consent will govern the delivery of electronic disclosures and statements, but all other contractual obligations of the parties remain subject to the terms of any other agreements. For example, you will still be required to review any account statements you receive and notify the Bank within established time periods if there are any errors on your statement.

**AUTHORIZATION CONSENT:** By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent for all person who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this consent.

**EMAIL COMMUNICATIONS:** You acknowledge and agree that the Internet is considered inherently insecure. Many electronic communications sent and received over the Internet can be and are intercepted by unauthorized recipients, beyond the control of the Bank. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any email at either the address provided with the communication, the email address in your Deposit Account Agreement, or any other application or written communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of emails or electronic communications. The decision to require authentication is at the sole discretion of the Bank. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

**ALTERATIONS AND AMENDMENTS:** The terms of this Agreement, applicable fees, and service charges may be altered or amended by us from time to time. In such event, we shall send electronic notifications to you at your last known email address as it appears on our records. Any continuation of the Service after we send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the Bank program, services, and/or related material(s) rendering prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Bank programs, services, and/or related material(s) and to limit access to our more recent versions and updates.

**GOVERNING LAW:** This Agreement, including the validity of any signatures, consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the laws of the State of Pennsylvania.

**ACCEPTANCE DISCLOSURE:** By clicking on the "Accept" or "I Consent" button, you consent that you can access Notices using the hardware and software described above and that you have an active e-mail account from which you are able to print or save Notices. You are also confirming that you are authorized to, and do, consent on behalf of all other account owners named on your account, product or service, subject to applicable law.