

ESIGN Consent to Use Electronic Records and Signatures (ESIGN Consent)

As part of your relationship with United Bank, we are required by law to provide certain information “in writing.” With your consent, we may instead provide this information electronically and use electronic records and signatures throughout our relationship. Please read this ESIGN Consent carefully and retain a copy of your records.

1. Definitions

United Bank, We, Us, Our: United Bank and each current and future affiliate of United Bank

You, Your: The person giving this ESIGN Consent, and (as applicable) each additional account owner, authorized signer, authorized representative, delegate, product owner, and/or service user identified on any United Bank Product that you apply for, use, or access

United Bank Product: Every account, product, or service we offer that you apply for, own, use, administer, or access, either now or in the future

Account: Any checking, savings, money market, loan, line of credit, mortgage, investment, credit card, debit card, prepaid card, escrow, custodial, trust, investment management, brokerage, investment advisory, or individual retirement account you have or obtain from us

Electronic Services: Every product or service you apply for, use, administer, or access using the Internet, a website, email, messaging services (including SMS/text and push notifications), and/or software applications (including applications for mobile or hand-held devices), now or in the future

Communications: All disclosures, notices, agreements, fee schedules, statements, records, documents, transaction information, and other information that we provide to you, or that you sign, submit, or agree to at our request, related to your United Bank Products and Electronic Services. Examples appear in Section 12 below

Include/Including: Indicates examples; lists are illustrative and not exhaustive

Current Version: A version of software that is currently being supported by its publisher

2. Scope of Consent and Delivery Options

By providing your affirmative consent, you agree that we may provide Communications to you in electronic form and use electronic signatures in our transactions with you. We may discontinue paper delivery of Communications that you have elected to receive electronically.

For some categories of Communications, you may choose electronic or paper delivery (or both), where available. We will provide instructions for setting your preferences when those options are available. Managing preferences may not be available for all products, accounts, or services.

We may, in our sole discretion, send any Communication to you via paper even if you have chosen to receive it electronically.

Some Communications must still be provided (or sent by you) via paper if required by law or by our agreement. If the law changes to permit electronic delivery, this ESIGN Consent will automatically cover those Communications.

Unless you separately elect otherwise, tax statements will continue to be provided via paper where required or applicable.

3. Methods of Electronic Delivery

- Email to the address you have provided to us (including Communications as attachments, embedded links to a website we operate and control, or notices that a Communication is available in online or mobile banking)
- Access within our Electronic Services (e.g., online banking or our mobile application)
- Notices contained within your electronic statements
- Electronic messaging (such as SMS/text or push notifications to your mobile device)
- Accessing a designated website identified in a notice we send to you via email or electronic message

4. Requesting Paper Copies

You may print or download any Electronic Communication for your records. You may also request that we mail you a paper version. We may charge a reasonable service charge for paper copies, with prior notice of any such charge, unless prohibited by applicable law. Refer to the applicable statement or agreement for any fee that may apply.

5. Withdrawing Consent

You have the right to withdraw your ESIGN Consent at any time. Your withdrawal becomes effective after we have had a reasonable opportunity to act on it. Withdrawal may terminate your access to certain Electronic Services (including online and mobile banking) and/or your ability to use certain United Bank Products. Depending on the product, we may charge higher or additional fees if you choose paper delivery. See the applicable agreement for details. If you are receiving online account statements, termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier.

To withdraw your ESIGN Consent, you must notify us via mail, through our online banking or mobile banking app, or in writing. You may also contact one of our Customer Service Representatives, in person at any branch, or by calling us at (800) 423-7026.

6. Updating Your Contact Information

You agree to provide accurate personal contact information and promptly notify us of any changes to your email address, mobile phone number, or mailing address. You can update your contact information through online banking, our mobile application, or by contacting us at (800) 423-7026. If you fail to update or correct invalid contact information, Communications will be deemed provided if made available within Electronic Services, emailed to the address we have on file, or delivered through other electronic means.

7. Hardware and Software Requirements

Click here for [Adobe Sign System Requirements](#)

8. Changes to Hardware or Software Requirements

If our hardware or software requirements change in a way that creates a material risk where you would not be able to access or retain your Electronic Records, we will notify you of the revised requirements. Continuing to use Electronic Services after receiving such notice reaffirms your consent.

9. Enrollment Using Our Equipment

If you enroll in an Electronic Service through one of our employees or by using our equipment, your enrollment may not be complete until you take additional action. We will advise you of any required steps at the time of enrollment. Completing those steps affirms your consent to use Electronic Records and signatures under this ESIGN Consent.

10. Your Agreement and Confirmation

You have read, understand, and agree to the following regarding this ESIGN Consent:

- Electronic signatures and Electronic Communications will have the same legal effect as written and/or signed paper documents
- You have the necessary hardware and software to view, save, and print copies of Communications, and to receive Communications that we send to you by email
- Your consent to receive Communications electronically does not expire and remains effective for the duration of our relationship unless and until you withdraw it
- You may change electronic delivery settings for certain Communications (where available) through online banking or our mobile application

- You are authorized to – and do – provide consent on behalf of all other account owners, authorized signers, authorized representatives, delegates, product owners, and/or service users identified with your United Bank Products

11. Privacy Policy

We may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on our website (e.g., www.unitedbank.com) or, with prior notice to you, on another website where we offer Electronic Services. To access directly, please click [Privacy Policy](#).

12. Examples of Categories of Communications Covered

- This ESIGN Consent and any amendments
- Our Online/Mobile Banking and Online Access Agreements, user agreements for Electronic Services, and all amendments
- Periodic, annual, monthly, or other statements and any notices related to such statements
- Legal disclosures, terms and conditions, user authorizations, account agreements, loan promissory notes, fee schedules, and other notices required by the Truth in Savings Act, Electronic Funds Transfer Act, Truth in Lending Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, Gramm-Leach-Bliley Act, Real Estate Settlement Procedures Act, or other applicable laws and regulations
- Any notice or disclosure regarding fees or assessments of any kind (e.g., late fees, overdraft fees, returned item fees, over-limit fees, stop-payment fees)
- Notices of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to your United Bank Products or Electronic Services
- Disclosures and notices related to the maintenance or operation of your Account or other United Bank Products
- Online bill payments, payment authorizations, and payment transaction details
- Transaction histories, including notices relating to fees such as overdraft fees and late fees
- Policies and procedures (including our Privacy Policy)
- Responses to claims and disputes, extension and modification agreements
- Tax forms and reports (including W-9s and 1099s) to the extent permitted to be delivered electronically
- Other disclosures and notices that we are legally required to provide or choose to provide in our discretion

13. Retain Copies of Your Records

We recommend that you print or download a copy of this ESIGN Consent, the applicable service or account agreement, and all other Communications for your permanent records.