

## United Community Bank

### Business Internet Banking Service Agreement and Disclosure

As used in this Agreement, the words "we", "our", "us", "UCB" mean United Community Bank. "You", "your" and "company" refer to the account holder authorized by UCB to use Internet Banking under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through Internet Banking. "Account" or "Accounts" Mean your online account. "Electronic funds transfers" mean transfer to and from your accounts using Internet Banking. "Internet Banking Services" means the services provided pursuant to this Agreement. "Business days" means Monday through Friday, excluding holidays.

#### Agreement

This agreement is a contract establishing the rules, which cover your electronic access to your accounts at UCB through Internet Banking. You access the UCB web site at [www.ucbanking.com](http://www.ucbanking.com).

By using Internet Banking, you accept all terms and conditions of this Agreement. The terms and conditions of the deposit and loan agreement and disclosures for each of your UCB accounts, as well as your other agreements with UCB, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is subject to applicable federal laws and the laws of the State of Louisiana (except the extent this Agreement can and does vary such rules and laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provision will continue to full force and effect.

The heading in this Agreement and for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (expressed or implied) by either party of any default or breach of this agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and/or successors and UCB's successors and assigns. Certain obligations of the parties pursuant to this Agreement that is by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

This Agreement, together with the Enrollment Form and the Online Disclaimer and Intellectual Property Notice, constitutes the agreement between you and UCB with respect to the subject matter hereof and there are not any agreements relative hereto which are not fully expressed herein.

#### Access Type

Full Access: You will have the full access available on this account.

Full Access+ Bill Pay: You will have full access and ability to have the account added to your bill pay enrollment.

View and Deposit: You may view account information and transfer funds into this account.

View Only: You will be able to view balances and transactions. Deposit Only: You will be able to transfer funds into this account from other accounts with full access. You will not be able to view balance or transaction information.

You may change your account access types by completing a new Enrollment Form.

#### Cut-off Times

Transactions taking place after the following cut-off times are considered to be processed on the next Business Day.

Wire Transfers	1:30 p.m. Central Time
ACH Transfers	3:30p.m. Central Time
Bill Payments	Refer to the Bill Payment Terms and Conditions
Transfers (between UCB Accounts)	6:00p.m. Central Time
Other Internet Banking Services	6:00p.m. Central Time

## **Internet Security Information**

Our Internet Banking service utilizes a comprehensive security strategy to protect accounts and transactions conducted through the Internet. In addition to our login security, we use SSL (secure socket layer) encryption technology. Your browser automatically activates this technology when it attempts to connect to our system and it will support 128-bit key lengths. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small padlock icon on the screen from open to lock. Your communications are scrambled from your browser to our server at all times, so no unauthorized party can read the information as it is carried over the Internet. Additionally, our servers have been certified by a "Certificate Authority" to assure you that you are actually talking to our servers instead of someone pretending to be us.

During your use of the Internet Banking system, we will pass a "cookie" to your browser to identify you, "Cookie" means security data given to a browser by a web server and returned by the browser on subsequent transmissions to identify the user and encryption information. We do not (and cannot) use our cookies to obtain new information about you. When you log onto the system, the cookie enables you to process multiple transactions during the session and allows up to 30 minutes of inactivity, without having to provide your Login ID and password. We also utilize a Multi-Factor authentication solution with our Internet Banking product offering. All business users will be authenticated using ID and Password as well as other authentication methods prior to being allowed access to the system. The solution will also authenticate the Internet Banking Site to the user via a shared image/phrase.

## **Recommended System Requirements**

The recommended system requirements include: Processor Pentium 90, RAM 32 MB, Modem Speed 28.8 kbps, and Browser (128 bit encryption). We recommend Netscape Navigator 4.0 or higher, Microsoft Internet 4.0 or higher, or American Online Browser 4.0. but the site has been built to work with all major browsers that have been tested and approved. UCB also requires that each user's browser have a minimum configuration. This allows UCB to store user information and to maintain strict security standards. These browser settings are as follows: Cookies allowed, Java script enabled, and Secure Socket Layer (SSL) Version 2.0 or higher. For ACH Origination the system must also have a minimum of Microsoft.net 1.1 framework installed.

## **Registration Process**

The service requires you to complete the initial registration process. This involves completing an enrollment form. The information on the enrollment form identifies everything we will need to enable the service. Request for ACH origination service requires that you complete an application for ACH Origination Services. Pending Approval of your application for services, there will also be a meeting where the bank's ACH specialist will review the ACH Agreement and other documents, as well as review the ACH function of the system.

## **Access**

To use the Internet Banking, you must have access to an Internet service provider, and an email address. Once we receive your Enrollment Form and verify your account information, we will e-mail you confirmation of our acceptance of your enrollment. Accounts available for Internet Banking are listed on your enrollment form. You may add or delete any of your accounts from this Agreement by completing a Change Request Form. Access to your accounts through Internet Banking is based upon the identification of users specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through Internet Banking to determine that are made on behalf of the account holder.

## **System Services**

You can use Internet Banking to check the balance of your account, view account histories, transfer funds between UCB accounts, order checks, make stop payment request, view checks, initiate wire transfer (separate Wire agreement required), initiate ACH transactions (separate ACH agreement required). Balance shown reflects the most recent data available.

*We reserve the right to block transactions, which may be deemed illegal or a violation of regulation under state or federal law. If such transactions are conducted on your account, we will terminate your services immediately.*

### **Stop Payment Request**

You may request a stop payment through the Internet Banking System. Except as expressly otherwise provided in the Section, stop payment order will be subject to the applicable provisions of the Deposit Account Disclosure Agreement provided to you at account opening of your UCB Deposit Account. You may only initiate stop payment requests online via Internet Banking for paper checks you have written (not electronic items) on your account. In addition, you may not stop payment on any type of Internet Banking online transfer. Online stop payment request received after banking hours will be processed the business day following the date the stop has been requested. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount and the date of the check.

### **Hours of Access**

Internet Banking is available seven days a week, twenty-four hours a day, although occasionally some or all Internet Banking services may not be available due to emergency or scheduled system maintenance. Provided that the bank has knowledge of any extended periods of non-availability, we agree to post notice of any extended periods of non-availability on the Internet Banking website.

### **Your Password and Login ID**

For security purposes, you are required to change your password upon your initial login to Internet Banking. You determine what password you will use; the identity of your password is not communicated to us. You agree that we are not authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password. Upon three unsuccessful attempts to use your password, your access to Internet Banking will be terminated. To reestablish your use of Internet Banking, you must contact UCB to have your password reset or to obtain a new temporary password. We recommend you create a password that utilizes both upper/lower case and alpha/numeric characters. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, or names of children, and should be memorized rather than written down. Passwords are required to be changed every 180 days.

During the enrollment process you will be asked to designate an Access ID code. The Access ID code can be up to a total of 15 alphanumeric characters including spaces. This code will be documented by UCB for verification purposes, and will not be shared with any other party. When contacting UCB by phone regarding your Internet Banking account(s) to reset your password, etc., you will be asked to provide your Access ID code to UCB. In the event that you must change your Access ID code, you must do so in person at one of UCB's branches where you will be asked to provide proper Identification.

### **Electronic Delivery of Banking Notices**

United Community Bank may deliver notices allowed under Federal law and regulations via e-mail or posted on the Internet Banking website. You agree to receive all such notices electronically and you agree to provide your current e-mail address to UCB for those purposes.

### **Online Disclaimer and Intellectual Property Notice**

United Community Bank endeavors to provide you with the highest quality Internet banking service available however, due to the unpredictable nature of the Internet; occasionally inaccessibility to our website should be expected. Additionally, United Community Bank cannot and does not guarantee the completeness or accuracy of the information provided herein.

United Community reminds you that the Internet lacks inherent security for commercial transactions. Therefore United Community Bank cannot, and does not; guarantee that downloads from this site will not contain a virus or other destructive device. Additionally, you provide request and receive information from this site with the knowledge that such information can be intercepted and/or viewed by unknown third parties. Please contact United Community Bank at 866-505-3736 with any questions you may have regarding the above information and disclaimers. All brand and products names are trademarks or registered trademark of their respective owners. Features and services availability are subject to change without notice.

## **Security**

You understand the importance of your role in preventing misuse of your account through Internet Banking, and you agree to examine the statement for each of your accounts. You agree to protect the confidentiality of your account and account number, and your personal identification information. 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 Id are intended to provide security against unauthorized entry and access to your accounts. It is recommended that you do not use the password savings function of your computer, as this only increases the risk if an unauthorized person accessing your information or performing unauthorized transactions. Data transferred via Internet Banking is encrypted in an effort to provide transmission security. Internet Banking utilizes identification technology to verify that the sender and receiver of Internet Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Internet Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, includes electronic mail, occur openly on the Internet and can be potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Internet Banking, or email transmitted to and from us will not be monitored or read by others. INTERNET E-MAIL IS NOT A SECURE METHOD OF COMMUNICATION AND WE RECOMMEND YOU DO NOT SEND CONFIDENTIAL INFORMATION BY INTERNET E-MAIL. YOU CANNOT USE INTERNET E-MAIL TO INITIATE TRANSACTIONS ON YOUR ACCOUNT(S).

## **Transfers**

Transfers between United Community Bank accounts initiated through Internet Banking before 6:00p.m. Central Time on a business day are posted to your account the same day, provided sufficient funds are available. Transactions completed and received after 6:00p.m. Central Time on a business day, Saturday, Sunday or banking holiday will be posted on the next business day.

## **Bill Payment Services**

Bill Payment services are provided. Any terms and conditions if the Bill Pay system will be governed by the Terms and Conditions accepted during your initial enrollment in the bill payment service. Users identified as administrators or supervisors of the company are responsible for granting any and all others users access to the Bill Pay service.

## **Wire Transfer Service**

Wire Transfer services are provided for a fee. Wire Transfer requests initiated through Internet Banking will be processed the same day provided (1) the company has completed a Wire Transfer Agreement, (2) sufficient funds are available in the company's account, and (4) the request is submitted between 8:00 and 1:30 p.m. Central Time on a business day. Transactions completed and received after 1:30p.m. Central Time on a business day, Saturday, Sunday, of banking holiday will be posted on the morning of the next business day. Company shall be solely responsible for the accuracy of the information contained in the wire transfer request, and be responsible for verifying the recipient via the Office of Foreign

Asset Control (OFAC). Users identified as administrators or supervisors of the company are responsible for granting any and all other users access to the Wire Transfer service.

### **ACH (Automated Clearing House) Origination Services**

ACH Origination services are provided for a fee as stated under the charges section of this agreement. ACH File Transfers will be processed same day provided (1) the company has completed an ACH Origination Agreement, (2) authorized Daily and Monthly Exposure limits have been established with the bank, (3) the ACH File is submitted prior to the 3:30p.m. cut off, (4) the account has sufficient funds available. Transactions completed after 3:30p.m. Central Time on a business day, Saturday, Sunday or banking holiday will be processed the next business day. Internet Banking System Customer shall be solely responsible for the accuracy of the information contained in the ACH File, and be responsible for verifying the recipient(s) via the Office of Foreign Asset Control (OFAC). Users identified as administrators or supervisors of the company are responsible for granting any and all other users access to the ACH Origination service.

\*Internet Banking identifies transfers based upon the Login ID who submitted the transfer. Accordingly, you understand and acknowledge that the screens of Internet Banking may not reflect transfers made by multiple users from the same account if different Login IDs are used. In addition, you agree to communicate to any other persons with authorized access to your account(s) concerning any transfers from your account(s), in order to avoid overdrafts.

### **Limits on Amounts and Frequency of System Transactions**

The number of transfers from accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed upon deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

### **Periodic Statements**

Transfers to and from your accounts using Internet Banking will appear on your periodic account statement.

### **Change in Terms**

We may change any term of this Agreement at any time. If the change would result in increased fees for any Internet Banking service, increased liability for you, fewer types of available electronic fund transfers, stricter limitations on the frequency, or dollar amount of transfers, we agree to give you notice at least 30 days before 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 the United Community Bank's Internet Banking website or forward it to you by email or by postal mail. Your continued use of any or all of the subject Internet Banking Services 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.

### **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 our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses caused as a result. However, there are some exceptions. We will NOT be liable for:

1. If, through no fault of ours, you do not have enough money in the Deposit Account to make the electronic fund transfer, the account has been closed, or if it has been frozen.
2. If the money in your account(s) is subject to legal process or other claim restricting such transfer.
3. If the funds in the Deposit Account are unavailable (funds are only conditionally credited until they become available for withdrawal).
4. If you submit a transfer debit from a restricted account that does not allow online debits.
5. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts;
6. If you, or anyone authorized by you, commits any fraud or violates any law or regulation;

7. If any electronic terminal, telecommunication device, or any part of the electronic fund transfer system is not working properly and you knew about the problem when you started the transfer;
8. If circumstances beyond our control, such as natural disaster, fire, flood, failure, power outage, difficulty or interruption in telephone or cable service, satellite communications, or other communication lines, computer virus or related problem, or cessation of the operation of the Service Provider or the arrangement between the Bank and the Service Provider, prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken.
9. If you have not completely and properly followed the terms of this Agreement or the online instructions provided by the software regarding how to make electronic fund transfers; or you have not given complete, correct, current instruction so that a transfer may be made.
10. If any data or instruction transmitted via the Internet United Community Bank's Internet Banking Service is inaccurate or incomplete.
11. If your password has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized.
12. There may be other exceptions stated in this or any other applicable agreement that we may have with you.

### **Your Liability for Unauthorized or Erroneous Transfers**

To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous transactions initiated through United Community Bank's Internet Banking. You have the obligation to immediately notify the Bank if you believe your password has been lost, stolen, used without your authorization or otherwise compromised, or if someone has transferred or may transfer money from your accounts through the United Community Bank's Internet Banking without your permission (or is contemplating to do so). The following provisions of the Section apply only to your liability for unauthorized electronic fund transfers. An "unauthorized electronic fund transfer" means an electronic fund transfer from a Deposit Account that is initiated by another person without your authority to initiate the electronic fund transfer(s) and from which you receive no benefit. The term does not include the United Community Bank's Internet Banking electronic fund transfer that is initiated by a person to whom you furnished your password. We may require that the notice be in writing. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your Deposit Account if you fail or refuse to immediately advise the Bank of the unauthorized use of your password. If your statement shows electronic fund transfers that you did not make, contact us at once. If you do not tell us within sixty (60) calendar days after the statement was provided to you, you shall not be entitled to assert a claim against the Bank, nor be entitled to any damages from the Bank, as to said unauthorized transfers. This sixty (60) day limitation is without regard as to the standard of care exercised by the Bank. It is solely the responsibility of the company: to properly assign and delegate those rights and abilities granted to the company's users within United Community Bank's Internet Banking; for any losses related to actions taken by an administrator or other users which have been granted rights by the administrator with in United Community Bank's Internet Banking; and to disable or remove employees who no longer work for the company. Failure to administer access rights to employees and disable access of former employees by the company could result in financial loss to the company. You agree to hold the bank harmless for any loss due to your failure to administer access right to employees and disable or remove former employees or employees whose status has changed from authorized to un-authorized. **If you believe your password has been lost or stolen or that someone has transferred or may transfer money from a Deposit Account without your permission call: 866-505-3736 or write us at the address provided in this document.**

### **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, expressed or implied, including any implied warranty of fitness for a particular purpose, in connection with the Internet Banking services provided to you under this Agreement. We do not and cannot warrant that Internet Banking will operate without errors, or that any or all Internet Banking 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 Agreement or by reason of your use of or access to Internet 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. Further, in no event shall the liability of United Community Bank and its affiliates exceed the amounts paid by you for the services provided to you through Internet Banking.

### **Virus Protection**

United Community Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PCs and diskettes using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

### **Your Right to Terminate**

You may cancel your Internet Banking service at any time by providing us with written notice by postal mail or fax. Your access to Internet Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding charges incurred prior to our processing your cancellation request.

### **Our Right to Terminate**

You agree that we can terminate or limit your access to Internet Banking services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your accounts; Internet Banking Service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits;
2. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account
3. We will terminate your online access if the system is not accessed for a period of 6 months.
4. For any other reason in our sole discretion without notice.

### **Enforcement**

In the event either party brings a legal action to enforce this agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees and cost on any appeal, subject to any limits under applicable law.

### **Communications between United Community Bank and You**

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

1. Email- You may contact us by email at [onlinesupport@ucbanking.com](mailto:onlinesupport@ucbanking.com) (please note that banking transactions through Internet Banking are NOT made via email). Email is not a secure form of communication; please do not include sensitive personal information when sending an email to United Community Bank.
2. Online Chat – Monday through Friday between the hours of 8am to 5pm.
3. Telephone- You may contact us by telephone at 866-505-3736.
4. Facsimile- You may contact us by fax at (225) 647-5211;
5. Postal Mail- You may write to us at: United Community Bank, Attn: Electronic Banking Department, P.O. Box 248, Raceland, Louisiana 70394.
6. In Person- You may visit us at any one of our locations near you.