

# UNITED COMMUNITY BANK

## Online Money Manager Agreement and Disclosure

United Community Bank is pleased to offer you Online Money Manager. Our Online Money Manager product allows you to conduct your banking from the convenience of your home, work, or wherever you have access to the world-wide web.

## ENROLLMENT INSTRUCTIONS

You must have an account with United Community Bank to access Online Money Manager. As an account holder with United Community Bank, we welcome you to enroll for Online Money Manager. You will need to enroll in person. Please contact a Customer Service Representative at any United Community Bank office or phone (888) 338-2781. You will receive a copy of the agreement and disclosure at that time.

## INTRODUCTION

This Online Money Manager Agreement and Disclosure governs your use of Online Money Manager. Throughout this agreement, the Agreement and Disclosure will be referred to as "Agreement". By using Online Money Manager, you agree to all of the terms of this Agreement. Please read it carefully and retain a copy for your records.

In consideration of the Online Money Manager Service ("Service") to be provided by United Community Bank ("Bank") in this Agreement, the words:

- "we", "us", "our" and "UCB" are used to refer to United Community Bank and any agent, independent contractor, designee, or assignee United Community Bank may involve in the provision of Online Money Manager;
- "account" is used to refer to a checking, savings, certificate of deposit, IRA or loan;
- "you", "your" or "customer" is used to refer to the owner of an account or an authorized representative subscribing to or using the Service;
- "authorized representative" is used to refer to a person with authority of any kind with respect to an account or transaction;
- "consumer" is used to refer to a natural person who owns an account with respect to which an Online Money Manager Service is requested primarily for personal, family or household purposes;
- "business" is used to refer to anyone other than a consumer who owns an account with respect to which Online Money Manager Service is requested; and
- "business day" refers to any calendar day other than Saturday, Sunday, or any holidays recognized by United Community Bank.
- **ONLINE BANKING SERVICE**  
Use the Online Money Manager Service to check the balance in your accounts, review account history, transfer funds between accounts, view check images, view statements or request stop payments.
- **BILL PAYMENT**  
Use Bill Payment to make "on demand" or "recurring" payments to the third parties which you have included on your payee list. Users of the UCB Bill Payment system are subject to the Terms and Conditions set forth by CheckFree.
- **eALERTS**  
eAlerts are e-mail notifications that you create through a convenient message tool on Online Money Manager so you can receive account information via e-mail or text. By using eAlerts, you agree to the requirements outlined in the eAlert section of this agreement.
- **WAIVER OF REQUIREMENT FOR TWO SIGNATURES.** You recognize that any requirement of verifying two signatures on checks or withdrawals, if such a requirement exists, does not apply to electronic or telephone transfers and release Bank from liability when making such transfers or payments. This means that any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic or telephone transfers from your account, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

## ACCESS TO ONLINE MONEY MANAGER SERVICES

### Access ID and Password Requirements

To access Online Money Manager Services, you must have an Access ID, a Password and the required hardware and software. EACH INDIVIDUAL WHO HAS ACCESS TO ONLINE MONEY MANAGER, INCLUDING EACH INDIVIDUAL NAMED ON JOINT ACCOUNTS, MUST DESIGNATE AN ACCESS ID AND A PASSWORD. Your Access ID must be a minimum of 6 characters and is case sensitive. Your Password is case sensitive and must be a minimum of 8 and a maximum of 10 characters. It must have at least 1 numeric character and 1 alpha character. For example, your Password may be: "TBG1knbh". You should never use words or numbers that are easy to guess such as names, birthdays, or dictionary words such as the word "password". UCB will never request your password.

Once enrolled, you will be given a temporary Access ID and Password to access the system the first time. These will be sent in two separate mailings by U.S. Mail within 3 to 5 business days. Upon logging in for the first time, you will be prompted to change your Access ID and Password immediately. We will require you to change your Password every 12 months. To change your Password at any time, click on the "Options" button when logged into Online Money Manager. UCB will never send or request a password via e-mail.

After changing your access ID and password, you will be required to enroll in UCB's Multi-Factor Authentication (MFA) system. The MFA system will add an additional layer of security to our login process. This improvement helps insure that your information is secure and helps to protect you from fraud and identity theft. This system is referred to as Enhanced Online Security in some brochures.

The UCB Online Money Manager MFA system provides two-factor, two-way (mutual) authentication. This password-enhanced solution authenticates each customer based on a traditional username and password, as well as the specific computer he/she uses. It also authenticates the site to the user by means of a secret image and phrase, called an authentication image and an authentication pass phrase, selected by the user during enrollment. These measures also help to assure the user that the site is legitimate and not part of a phishing scam.

Your PC is registered with a unique identifier, a device ID, using secure cookies and Macromedia Flash shared objects. The MFA system examines numerous device characteristics to create a unique fingerprint that is verified each time an end user logs in from that device. For customers who use multiple computers, the solution can bind many devices to a single user. Alternatively, a user can login from a different PC by giving the proper answers to security questions.

If you should enter your Access ID and Password incorrectly three (3) times, the system will lock any additional attempts to log on to the system for ten (10) minutes. After another three (3) invalid login attempts, the system will lock you out for an additional ten (10) minutes. After another three (3) invalid login attempts, the system will shut down the access permanently until reset by the Bank. You will need to contact the Bookkeeping Department located at the Commercial/Ag & Administrative Center in Milford to reset your Access Code and Password. Phone: (712) 338-2781 or (888) 338-2781. You will be asked a security question (that you previously selected when you enrolled to use Online Money Manager) for security and identification purposes. An example of a security question would be: "*What is your pet's name?*" Answer: "*Spot*". You may choose any question and answer you wish for your personal security, but you will want to avoid using information that is easy to guess.

If you have forgotten your Password, we can reset the Password and provide you with a temporary Password. The next time you log in, you will be prompted to change your Password. If you have forgotten your Access ID, we will delete your Online Money Manager access and we will need to re-enroll you for Online Money Manager.

To exit Online Money Manager, click on the "Log Off" button, which will return you to our Bank's public website. If you leave your Online Money Manager session and do not log out manually, you

will automatically be logged out after twenty (20) minutes and will need to enter your Access ID and Password again to regain access to the system.

### **System Information**

Our Online Money Manager Service uses industry standard technology to maintain the privacy and security of your personal information and banking transactions. This technology includes your access ID, password and MFA system image and phrase for controlled entry into the secure Internet banking site, Secure Sockets Layer (SSL) protocol and 128-bit data encryption. Firewalls and intrusion detection systems are also in place for the security of your data. These systems are monitored 24 hours a day.

### **Availability**

Subject to the terms of this Agreement, you will generally be able to access your accounts through the website seven days a week, 24 hours a day. At certain times, the Service may not be available due to system maintenance, phone line problems, or circumstances beyond our control. During these times, you may use our touchtone AnyTime 24 Hour Phone Banking System or call us at (888) 338-2781 during normal banking hours.

### **COMMUNICATING WITH US AND E-MAIL**

You may call us at (712) 338-2781 or toll-free at (888) 338-2781 during normal banking hours. A customer service representative will be happy to answer your questions or assist you.

You should not rely on e-mail for important or time-sensitive notices to us such as stop payment orders, for reporting a lost or stolen PIN, password, credit, debit or ATM card, for reporting an unauthorized transaction from your account(s), or for giving us billing error notices. E-mail may not be used to request transfers from your account. In any event, we will not take action based on a general e-mail request until we have a reasonable opportunity to react. We also caution you against using e-mail for the transmission of sensitive personal information.

### **DESCRIPTION OF ONLINE MONEY MANAGER SERVICES**

#### **Account Information**

You can obtain the following information:

- Balance information on all types of accounts, loan payment amounts, payment due dates, certificate of deposit maturities
- Interest information on your interest-bearing deposit accounts and loan accounts
- Review transactions on your accounts for current and previous statement cycles
- View images of checks
- View and print account statements and histories
- Download your account information to various financial management software programs
- Place stop payment orders on checks

#### **Funds Transfers**

You may make the following types of funds transfers:

- Transfer funds from checking to checking
- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from savings to savings
- Schedule a one-time transfer between accounts
- Schedule a recurring transfer between accounts
- Make payments from checking to loan accounts
- Make payments from savings to loan accounts.

Transfers and payments made after 2:30 pm (Central Standard Time) will not be credited until the next business day.

You will be provided a confirmation number with each transfer. Please print or write down this number when you receive it. It helps us resolve any questions you may have concerning your transactions.

## SERVICE LIMITATIONS

The following limitations for Online Money Manager Service transactions may apply in using the services listed above:

### Transfers

You may make funds transfers from your checking account to other accounts as often as you like. However, your ability to transfer funds from savings accounts is limited by federal law, as stated in your deposit agreement. Under these regulations, you may not make more than six (6) withdrawals or transfers from a savings account or a cash management account by preauthorized or automatic transfer or telephone order or instruction in any one calendar month or statement cycle of at least four weeks. Each funds transfer or payment through Online Money Manager Service from your UCB Passbook Savings or UCB Cash Management Account is counted as one of the six transfers you are permitted per month. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. If you exceed the transfer limitations set forth above in any month or statement period, your account may be subject to closure by the Bank or converted to another type of account.

By requesting us to make a transfer through use of the Online Money Manager Service, you are authorizing us to:

- complete that transfer without the necessity of further instructions or signature by you; and
- deduct the amount of the transfer from your relevant deposit account.

The Access ID and Password that you use to gain access to the Online Money Manager Service and to request transfers acts as your signature.

### Transactions

We reserve the right to refuse any transaction that would draw upon insufficient or uncollected funds or lower an account below a required balance.

It is the customer's responsibility to detect duplicate transactions. United Community Bank will pay all transactions initiated online by the customer unless there are insufficient or uncollected funds.

### Holds

If a hold has been placed on deposits made to an account from which you want to transfer, you cannot transfer the portion of the funds held until the hold expires.

### Account Information and Funds Availability

The account balance and transaction history will be limited to the most recent updated account information involving your accounts. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous business day.

The availability of funds for transfer or withdrawal may be limited by when ATM transactions are posted and by our Funds Availability Policy. Our policy is to make funds available to you on the first business day after the day we receive your deposit/transfer. For determining the availability of your deposits/transfers, every day is a business day except Saturdays, Sundays, and holidays recognized by United Community Bank. If you make transfers before 2:30 pm (Central Standard Time) on Monday through Friday on a business day that we are open, we will consider that day to be the day of your transfer. However, if you make a transfer after 2:30 pm (CST) on Monday through Friday or on a day we are not open, we will consider that the transfer was made on the

next business day we are open.

### **Stop Payments**

You may use the Online Money Manager Service to place a stop payment order on **regular checks** written on your checking account. To be effective, we must receive the stop payment order in time to give us a reasonable opportunity to act on it, and before our Online Money Manager stop payment cut-off time of 2:30 pm (Central Standard Time). Stop payments received after 2:30 pm (CST) will become effective the following banking day. Stop payment orders placed on Online Money Manager are binding for **14 days only**, unless you confirm the order in writing. A stop payment request advice will be mailed to you to confirm the order in writing and must be returned to us within 14 days. Properly **signed** stop payment orders are effective for 6 months after the date accepted and will automatically expire after that period unless renewed in writing. **We are not responsible if you fail to describe the payment exactly.**

You may place a stop payment order on an automatic recurring (preauthorized/ACH debit) payment either orally or in writing. We must receive your oral or written cancellation or amendment request in time to give us a reasonable opportunity to act on it which may include at least three (3) business days before the next payment is scheduled. You may call us at (712) 338-2781 or (888) 338-2781, or write to us at United Community Bank, P.O. Box 167, Milford, IA 51351. Oral stop payment orders (including by phone) are binding for **14 days only**, unless you confirm the order in writing on the proper form within the 14 day period. Properly **signed** stop payment orders are effective until the earlier of (1) the withdrawal of the stop payment order by you, or (2) the return of the debit entry, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific Originator, the return of all such debit entries. If you request us to stop payment three business days or more before the payment date, and we fail to do so, we will be liable for your losses or damages. **We are not responsible if you fail to describe the payment exactly.**

We will charge you \$20.00 plus Iowa sales tax and any applicable local sales tax for each stop payment order you give.

### **Periodic Statements**

Transfers and withdrawals transacted through Online Money Manager will be recorded on your periodic statement. You will receive a monthly statement from us for your checking account. You will get a monthly statement from us for your savings account unless there are no transfers in a particular month. In any case, you will get a savings statement at least quarterly.

### **BILL PAYMENT**

Your enrollment in Online Money Manager includes optional access to enroll in and use Bill Payment. In order to access Bill Payment, you must be an active Online Banking user. Bill Payment allows you to make "on demand" or "recurring" payments. You must be 18 years of age and have a checking account with United Community Bank to use Bill Payment. Users of the UCB Bill Payment system are subject to the Terms and Conditions set forth by CheckFree.

### **eALERTS**

We provide you with access to voluntarily set up account eAlerts. Account eAlerts allow you to choose alert messages for your accounts. Examples include: notifying you when your account drops below a target balance, when a deposit, check or automatic debit or credit has posted to your account, or when your loan payment has posted or is due. Each eAlert has different options and notification criteria available, and you will be asked to select from among these options upon activation of an eAlert. You can delete an eAlert at any time. We may add new alerts from time to time, or cancel old alerts. If you have opted to receive an eAlert that is being canceled, we will notify you via e-mail at least 30 days in advance.

eAlerts setup to notify via email will be sent to the email address you specify when creating the

eAlert. If your email address changes, you are responsible for updating the eAlert with the correct information.

You understand and agree that your eAlerts may be delayed or prevented by a variety of factors. We do our best to provide eAlerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any eAlert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any eAlert; for any errors in the content of an eAlert; or for any actions taken or not taken by you or any third party in reliance of an eAlert.

Because eAlerts are not encrypted, we will never include your full account number. However, eAlerts may include some information about your accounts. Depending upon which eAlerts you select, information such as your account balance or the due date of your loan payment may be included. Anyone with access to your email will be able to view the contents of these alerts.

## **ELECTRONIC FUND TRANSFER PROVISIONS FOR CONSUMERS**

### **Applicability**

The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Electronic Fund Transfer Act Regulation E (an "EFT"). United Community Bank may, when applicable, rely on any exceptions to the provisions in this section that are contained in Regulation E. All terms not otherwise defined in this Agreement which are defined in Regulation E will have the same meaning when used in this section.

### **Liability for Unauthorized Access**

You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use the Online Money Manager Service or your Access ID and Password, you are responsible for any transactions they authorize or conduct on any of your accounts.

However, tell us AT ONCE if you believe anyone has used your Access ID or Password or accessed your accounts through Online Money Manager without your authorization. This also applies if you believe your Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than the lesser of \$50 or the amount of unauthorized EFTs that occur if someone used your Password without your permission. (If you believe your Password has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than the lesser of \$50 or the amount of unauthorized EFTs that occur if someone used your Password without your permission.)

If you do NOT tell us within two business days after you learn of the loss or theft of your Password, your liability will not exceed the lesser of \$500 or the sum of:

- \$50 or the amount of unauthorized EFTs that occur within the two business days, whichever is less; and
- the amount of unauthorized EFTs that occur after the close of two business days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that two-day period.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

If you believe that someone has transferred or may transfer money from your account without your permission, call us at (888) 338-2781 or write us at United Community Bank, P.O. Box 167, Milford, IA 51351-0167.

### **Error Resolution Notice**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed above in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it in 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you have inquiries regarding your account, please contact us at:

UNITED COMMUNITY BANK  
Commercial/Ag & Administrative Center  
1000 Okoboji Avenue  
P.O. Box 167  
Milford, IA 51351-0167  
Phone: (712) 338-2781 or (888) 338-2781

### **SECURITY**

Security of your transactions is important to us. Use of the Online Money Manager Service requires an Access ID and Password. For security reasons, no Access ID or Password list is maintained by the Bank. If you lose or forget your Access ID or Password, please call us during normal business hours at (712) 338-2781 or (888) 338-2781 to request a new Access ID and Password. Always log off Online Money Manager before walking away from your computer, even if you are only walking away for a short time.

We accept as authentic any instructions given to us through the use of your Access ID and

Password. You agree to keep your Access ID and Password secret and to notify us immediately if your Access ID or Password is lost or stolen or if you believe someone else has discovered your Access ID or Password. You agree that if you give your Access ID or Password to someone else, you are authorizing them to act on your behalf and we may accept any instructions they give us to make transfers or otherwise use the Services. Online Money Manager Services allows you to change your Password and we recommend that you do so regularly.

If you are acting on behalf of a business or organization, you should notify the Bank of any change of officers, managers or other authorized persons and your Password should be changed when these persons change. (i.e. corporation, partnership, non-profit organization)

United Community Bank will NOT call and ask you for your Personal Identification Number (PIN) for your United Community Bank ATM, Credit or Debit Card. We will also not call and ask you for your Password to Online Money Manager. If you receive a call from a party requesting sensitive or private information, please call us and report it to a customer service representative immediately.

We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Online Money Manager; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your Access ID or Password was used in connection with a particular transfer. If any unauthorized use of your Access ID or Password occurs, you agree to (1) cooperate with us and appropriate law enforcement authorities and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN ACCESS IDs OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

## LIABILITY

### Our Liability

Our liability to you is explained in any agreements, notices, and disclosures that we separately provided to you from time to time regarding your United Community Bank accounts and Online Money Manager Services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your United Community Bank accounts or Online Money Manager Services. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Online Money Manager Services as expressly stated in this Agreement, and will not be liable for any losses incurred by you due directly or indirectly to your use of the Online Money Manager Services.

IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR OTHERWISE, AND WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN ABOUT THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

### Failure to Make Transfers

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 and the instructions you transmit, our liability is limited as set forth in the "Our Liability" section above. In particular, please note that we will not be liable in the following circumstances:

- If through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction would exceed your credit limit, if applicable.



- If you use the wrong access code or you have not properly followed any applicable computer, Internet access, or our user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or the Online Money Manager Service was not properly working and such a problem should have been apparent when you attempted such transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given us complete, correct and current instructions so that the Bank can process a transfer.
- If the error was caused by a system beyond our control, such as your Internet Service Provider.
- If circumstances beyond our control (such as, but not limited to, fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If there are other exceptions as established by us from time to time.

This list is intended to be descriptive and not exhaustive. It shows examples of possible situations where we are not liable, but we expressly disclaim all liability in other situations not described.

### **Indemnification**

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your UCB account, if you are an owner of a UCB account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses (including, but not limited to, legal fees and expenses) arising out of or in any way connected with the performance of the Online Money Manager Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Online Money Manager Service by you or your authorized representative.

### **Third Parties**

Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of any Internet browser provider, by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Money Manager Services.

## **GENERAL PROVISIONS**

### **Termination**

Unless otherwise required by applicable law, United Community Bank may terminate this Agreement and/or your access to Online Money Manager Services, in whole or in part, at any time. You agree that we may terminate this Agreement and your use of the Online Money Manager Service if you or any authorized user of your account or access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code. You or any authorized signer on your account can terminate this Agreement by calling us at (712) 338-2781 or toll free at (888) 338-2781 or by notifying us in writing at United Community Bank, 1000 Okoboji Avenue, P.O. Box 167, Milford, IA 51351-0167. Termination of this service will be effective the first business day following receipt of your verbal or written notification. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. If you terminate, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your

notice of termination. If we terminate this service, we reserve the right to make no further transfers or bill payments you have authorized.

### **Privacy**

Visitors to the United Community Bank website remain anonymous. We do not collect personal identifying information about site users, unless you choose to provide such information to us. Standard software is used to collect and store ONLY the following information about our visitors: the IP address of the client connecting; the name of the domain from which you access the Internet (for example, aol.com, if you are connecting from an American Online account); the date and time you access our site, and the Internet address of the website from which you linked directly to outside.

United Community Bank customers who gain access to Online Money Manager through our website do not remain anonymous once they have logged onto Online Money Manager. If you submit an online enrollment or other information, it will be transmitted over a secure connection using encryption. This is the case where confidential information, such as your name, address, account number or social security number is requested. Visitors may elect to provide us personal information via online or by written form. This information is used internally, as appropriate, to handle the sender's request and manage the United Community Bank website. It is not disseminated or sold to other organizations. Visitors should keep in mind e-mail is not secure against interception.

### **Changes in Terms and Notices**

We reserve the right to change the terms and conditions upon which this Service is offered at any time. We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement. We will send you a notice to the postal address provided by you, post a notice on your periodic statement and/or send notice to your e-mail address, as requested by you, at least thirty (30) days before the effective date of any changes, as required by law. Use of the Online Money Manager Service is subject to existing terms and regulations governing your accounts and any future changes to those terms and regulations.

### **Monitoring**

By accessing Online Money Manager Service, you hereby acknowledge that you will be entering a protected website owned by the Bank, which may be used only for authorized purposes. The Bank may monitor and audit usage of the system, and all persons are hereby notified that use of the Service constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these websites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

### **Equipment**

You are solely responsible for the equipment (including, in the case of Online Money Manager, your personal computer and software) you use to access the Online Money Manager Services. We are not responsible for errors or delays or your inability to access the Service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Online Money Manager Service nor are we responsible, under any circumstances, for any damage to your equipment or the data residing on it.

### **Virus Protection**

United Community Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to maintain a current version of anti-virus software and to routinely update the virus definitions. In addition to anti-virus software, it is also recommended to use Windows Update to keep security fixes current on Microsoft Windows. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Some viruses contain programs to steal access codes and passwords.

**Assignment**

You may not transfer or assign your rights or duties under this Agreement.

**Waivers**

No waiver of the terms of this Agreement will be effective, unless in writing and signed by an Officer of this Bank.

**Governing Law**

The laws of the State of Iowa shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Online Money Manager Agreement, understands the terms and conditions set forth herein, and agrees to be bound by them.

**FEES AND CHARGES**

Online Money Manager Service and Bill Payment are free to United Community Bank customers.