

# United Community Bank

## Mobile Banking Agreement

This Mobile Banking Agreement (“Agreement”) governs the use of United Community Bank's Mobile Banking Service, jointly referred to as the "Service," provided by United Community Bank. This Agreement also contains the disclosures required by the Electronic Funds Transfer Act. By using the Service to conduct transactions, you agree to the terms of this Agreement.

### Definitions

As used in this Agreement, "account" and "accounts" mean the United Community Bank account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the Financial Institution. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," "us," and "UCB" refer to the individual Financial Institution (United Community Bank) that holds your accounts.

### Agreements

In addition to the terms and conditions of the Agreement, your use of the Service is also subject to the terms and conditions to which you have previously agreed with respect to the underlying Account and related services, including, but not limited to, the Deposit Account Agreement or other disclosures that are required by law to be provided by UCB. Although certain provisions may be specifically referred to in these, all provisions of those other agreements and/or disclosures continue to apply.

From time to time you may receive information over your Mobile Device regarding your Available Balance on certain of your Accounts. You should refer to the Deposit Account Agreement and related Fee Schedule for further details regarding funds availability, Available Balance and certain related fees, among other things.

### Mobile Banking Services

To use the Services, you must have at least one United Community Bank personal deposit or loan account. Through Mobile Banking, you will have access to any of your United Community Bank personal deposit accounts or loan accounts. United Community Bank reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances. All account fees and service charges will apply to products and services that are accessible through Mobile Banking.

By accessing and/or using the Services, or by authorizing others to use them, you agree to the following terms and conditions of the service. However, you continue to remain subject to any terms and conditions of any existing agreements with any unaffiliated service providers (such as AT&T, Verizon, etc.). You are responsible for any charges from your service providers. This agreement is not intended to supersede any of those agreements. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your service providers. Neither United Community Bank nor any of our service providers assume responsibility for the operation, security, functionality or availability of any related network, wireless device or mobile network which you may utilize to access Mobile Banking. United Community Bank is also not responsible for any virus or related problems that may be associated with the use of the Service.

### Required Equipment

In order to use the Mobile Banking Service, you need a mobile device or wireless device (like an iPhone®, iPad® or Android® device) to access your UCB account. A “mobile device” means a device specified by us (not a personal computer) including a mobile phone or tablet that is Internet (Web) enabled. In order to use certain Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by UCB, including an Internet enabled mobile device, to use these Services. In order to use these Services, you must install the App Software and any and all updates thereto to continue to use such Services. Currently, only Apple® and Android® platforms may be used with the App Software. Devices modified contrary to the manufacturer’s software or hardware guidelines, including but not limited to disabling hardware or software controls, sometimes referred to as “jailbreaking” or “rooting” are not compatible mobile devices. You acknowledge that the use of a modified device to use the Services is expressly prohibited, constitutes a violation of the terms of this Agreement, and is grounds for termination of your account. We do not warrant that the Services will be compatible with your mobile device. Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer and your wireless carrier. You are responsible for the installation, maintenance, and operation of your mobile device and the software. United Community Bank is not responsible for any errors or failures from any malfunction of your mobile device or the software.

### **Ownership of Mobile Device**

You represent and warrant that you are the owner or authorized user of the mobile device you use in connection with the Services, and that you are authorized to approve any applicable charges arising from your use of the Services. You agree we may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you regarding your use of the Services. You represent and warrant to us that: (a) you are at least eighteen (18) years of age and the age of majority in your state of residence; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under this Agreement; (c) the name identified by you when you registered is your legal name, (d) you and all transactions initiated by you using the Services will comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (e) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Services.

### **Liability**

Availability, timeliness and the proper functioning of our mobile banking service will be dependent upon many factors such as, your wireless device location, network availability, signal strength, hardware, software and your particular wireless device in general. Neither we nor our service providers shall be liable for any loss or damage caused by these factors or for any actions taken in reliance thereon, including service interruptions, inaccuracies, delays or loss of personalized settings. UCB reserves the right to modify the mobile banking services at any time. You, the user, will be responsible for determining how to use the modified application. We will not be liable for any such loss incurred by improper use of the service.

This mobile banking application is being provided "As is" with no warranty of any kind. You agree to exercise caution when utilizing the service on your wireless device and to use discretion when obtaining or transmitting information. Failure of the service due to natural disaster such as, fire, earthquake or flood, as well as any failure or delay of transportation, power, communication system or similar circumstance beyond our control will not be the liability of United Community Bank or our service providers.

### **Description of Mobile Banking**

The Service allows you to perform all of the following functions on your mobile device:

- View Accounts – access transaction history, images and statements on your eligible checking, savings, money market and loan accounts at UCB.
- Mobile Deposit Capture - make deposits of the electronic image of a check to your eligible checking, savings, or money market accounts at UCB.
- Picture Pay – a photo bill-pay feature that allows the payment of an invoice by taking a picture of it.
- Transfers (internal) – transfer funds between eligible accounts within UCB.
- Account to Account Transfers – transfer funds between eligible checking, savings, or money market accounts to/from external accounts held at another bank. You need the account number for the external bank account.
- Peer-to-Peer Payments – transfer funds between eligible checking, savings, or money market accounts to/from a peer account. You need the name, email address or text/cell phone number for the receiving/debiting peer.
- Debit/ATM Card Control – allows you to deactivate your debit or ATM card from your mobile device.

### **Online Account Access Functions and Limitations of Transfers**

You may use Mobile Banking to (a) transfer funds between your accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; and (d) obtain loan account balance information. These features are limited to the extent, and subject to the terms, noted below.

- i. Your ability to transfer funds between certain accounts is limited by federal law and the Deposit Account Agreement. You should refer to the Deposit Account Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Service are counted against the permissible number of transfers described in the Deposit Account Agreement.
- ii. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all Mobile Banking transaction instructions received by 4:30pm Central Time (CT) will be completed that business day. Any instruction received after 4:30pm CT will be completed the next business day. Transactions received on weekends and holidays will be processed on the next business day.
- iii. Transactional information for your accounts will be available from Mobile Banking for a maximum of twenty five (25) statement cycles from the date of inquiry.

### **Personal Password/PIN and Reporting of Unauthorized Transactions**

Your Mobile Banking personal Password or Personal Identification Number (PIN) is required to access UCB's Mobile Banking functions. United Community Bank does not maintain a record of your Password or PIN. You agree not to give or make available your Password or PIN to any unauthorized individual. If you believe your Password or PIN has been lost or stolen, someone has attempted to use the Service without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify UCB immediately at 844-414-0370 or write to us at: United Community Bank, P.O. Box 67, Poynette WI 53955. Contacting us by telephone is the best way to minimize your losses for any error or unauthorized transaction.

### **Your Liability for Unauthorized Transfer**

Tell us AT ONCE if you believe your account information and/or Password and/or PIN have been lost or stolen. You could lose all the money in your accounts. If you believe your account information and/or Password and/or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your account information and/or Password and/or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or Password and/or PIN, and we can prove we could have stopped someone from using your account/and or Password and/or PIN without your permission if you had told us, you could lose as much as \$500.00. 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.

### **Errors and Questions**

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, telephone us as soon as you can at 844-414-0370. We must hear from you no later than 60 days after we sent you 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, points of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. 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.

### **No Signature Required**

When using Mobile Banking to conduct transactions, you agree that the United Community Bank may debit your account to complete the transactions, or honor debits you have not signed. Accessing Mobile Banking with your Personal Password or PIN will authenticate and validate the directions you have given to UCB just as your actual signature will authenticate and validate your directions given to us. Any communications given to UCB under your Personal Password or PIN will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals, absent proof of altered data or tampering.

All transactions performed through the Service will be considered a Pre-authorized Electronic Funds Transfer.

### **Information Security and Disclosure of Account Information to Third Parties**

Your wireless provider or other entities may collect data from your use of the Services, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of wireless providers or other entities that are not our service providers. We will only use the information you provide to us through your use of the Services in a manner which is consistent with the privacy policy we have previously provided to you in connection with your account(s). Our privacy policy can be found on our website at [www.ucbwi.com](http://www.ucbwi.com). We will disclose information to third parties about your account or transfers you made:

1. When it is necessary to complete the transfers;
2. In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or court orders;
4. If you give us written permission;
5. To collect information for internal use, the use of our service providers, and our servicing agent's contractors concerning our electronic funds transfer service;
6. If it involves a claim by or against us concerning a deposit to or withdrawal from your account; or
7. Where otherwise required or permitted under state or federal laws and/or regulations.

### **Fees**

You agree to pay all fees associated with the Service and understand that fees are subject to change and if so, you will be provided sufficient notice prior to the change.

View Account Balances/Transactions, Images and Statements – No charge

Internal Account Transfers – No charge

Mobile Deposit Capture - \$0.25 per electronic check image deposited

Picture Pay – No charge standard delivery

Next Day Paper Check - \$30.00 per check

Next Day Electronic Check - \$5.00 per check

Same Day Electronic Check - \$10.00 per check

United Pay

Account-to-Account Transfers

Inbound Transfer – No charge

Outbound Transfer - \$1.00 per transfer

Express Transfers - \$3.00 per inbound or outbound transfer

Person-to-Person Transfers

Inbound & Outbound Transfers - \$1.00 per transfer

**NOTE:** Your deposit accounts and loan accounts are still subject to fees, charges, balance requirements, etc. articulated in the Deposit Agreement and Loan Agreement. Your deposit accounts and loan accounts are also subject to optional services, such as Non-Sufficient Funds Fees or Stop Payment Fees. You agree to pay such fees and charges, and authorize the Service to charge your Account for these amounts and any additional charges that may be incurred by you.

### **Change in Terms and other Amendments**

UCB may add, delete, or amend terms, conditions and other provisions, fees, charges, or other terms described in the Agreement and the terms and conditions of the Services. All notices or other communications may be sent to you by regular mail and we will post the most current Agreement on our website at [www.ucbwi.com/eServices](http://www.ucbwi.com/eServices). You should periodically visit this website page to review the most current Agreement applicable to Mobile Banking. In addition, we may, at any time and without liability, modify or discontinue all or part of the Services (including access to the Services via third-party links); or charge, modify or waive any fees required to use the Services. Your continued use of this service following any such changes, modifications or alterations shall constitute your acceptance of such.

### **Periodic Statements**

Any activity on your Account conducted through the Services will appear on your periodic Account statement.

### **Contact by United Community Bank or Affiliated Parties**

No United Community Bank employee, or any company affiliated with this mobile service will contact you via email or phone requesting your mobile user ID, Password or PIN. If you are contacted by anyone requesting this information, please contact us immediately at 844-414-0370.

**Termination**

You may cancel your Mobile Banking service at any time by notifying us of your intent to cancel by calling us at 844-414-0370 or writing us. If your account at UCB is terminated for any reason or no reason, you agree: (a) to continue to be bound by the Agreement, (b) to immediately stop using the Services, and (c) that we shall not be liable to you or any third party for termination of access to the Services. We may terminate your participation in Mobile Banking service for any reason at any time. We are not obligated to notify you in advance.

**Payee Limitation**

United Community Bank reserves the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. United Community Bank is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

**Disputes**

In the event of a dispute regarding Mobile Banking, you and United Community Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and United Community Bank, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and United Community Bank relating to the subject matter of this Agreement. If there is a conflict between what one of United Community Bank's employees says and the terms of this Agreement, the terms of this Agreement have final control.

**Ownership & License**

You agree that UCB retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to UCB's business interest, or (iii) to UCB's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

**Notification of Change in Name, Address or Mobile Device**

You agree to notify us promptly in writing of any change to your name, address (including email address) or Mobile Device to United Community Bank, 105 South Main Street, P.O. Box 67, Poynette, WI 53955.

**DISCLAIMER OF WARRANTIES**

YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY**

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF UCB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**Assignment**

You may not assign this Agreement to any other party. United Community Bank may assign this Agreement to any present or future, directly or indirectly, affiliated company. United Community Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**No Waiver**

United Community Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by United Community Bank. No delay or omission on the part of United Community Bank in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**Governing Law**

This Agreement shall be governed by the laws of Wisconsin and by applicable Federal laws and regulations.

**Federal Disclosure**

You agree to accept this disclosure electronically rather than a paper disclosure. We recommend you print the entire Agreement for your records from our website. If you are unable to print this, please request a paper disclosure to be mailed to you.

# ELECTRONIC FUNDS DISCLOSURE (REG E)

United Community Bank  
105 South Main Street/P.O. Box 67  
Poynette, WI 53955

This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

### Online Banking

**Types of Transactions:** You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- \* Transfer funds between eligible accounts.
- \* Obtain balance information on eligible accounts.
- \* Review transactions on eligible accounts.
- \* Make loan payments.
- \* Online bill payment.
- \* Obtain copy of statement.
- \* Allow export of transaction history to personal finance manager.

### Limitations on Frequency and Amount:

- \* For security purposes, there are limits on the frequency and amount of transfers you may make using this Online Banking Service.

### Fees and Charges for Online Service:

- \* There is no charge for banking online with us.

### Government Direct Deposit

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- \* Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

### Fees and Charges:

- \* We do not charge for any preauthorized EFTs.
- \* We will charge \$25.00 for each stop-payment order for preauthorized transfers.

### Other direct deposit (non government)

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- \* Accept direct deposits from your employer or other financial institutions to your checking or savings account.

### Fees and Charges:

- \* We do not charge for any preauthorized EFTs.
- \* We will charge \$25.00 for each stop-payment order for preauthorized transfers.

### Pre Authorized Debit

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- \* Pay certain recurring bills from your checking or savings account.

### Fees and Charges:

- \* We do not charge for any preauthorized EFTs.
- \* We will charge \$25.00 for each stop-payment order for preauthorized transfers.

### Debit/ATM/POS Card

**Types of Transactions/Transfers:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a MasterCard symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- \* Withdraw cash from your checking account.

- \* Withdraw cash from your savings account.
- \* Transfer funds between your checking and savings accounts.
- \* Obtain balance information on your deposit accounts.

**Limitations on Frequency and Amount:**

- \* You may withdraw up to a maximum of \$620.00 (if there are sufficient funds in your account) per day.
- \* You may purchase up to a maximum of \$2000.00 worth of goods and services per day, exclusive of ATM withdrawals.

**Fees and Charges:**

- \* There is no charge for ATM withdrawals at machines owned by us.
- \* There is a \$0.50 charge for each ATM withdrawal at machines we do not own.
- \* There is no surcharge at any MoneyPass network ATM.
- \* There is a Replacement Card Fee of \$10.00 per card.
- \* There is a Replacement PIN Mailer Fee of \$10.00 per PIN
- There is a Rush Card Replacement Fee of \$50.00 per card.
- \* We do not charge for any POS transactions.

**ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Telephone Banking (Audio Response)**

**Types of Audio Response Services:** You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- \* Transfer funds between your deposit accounts.
- \* Obtain balance information on your deposit accounts.
- \* Verify the last date and amount of your payroll deposit.
- \* Determine if a particular check has cleared your account.
- \* Initiate loan payment transfers.

**Limitations on Frequency and Amount:**

- \* There are no limits on the number or dollar amount of inquiries, transfers or withdrawals you may make per day.

**Fees and Charges for Audio Response Transactions:**

- \* We do not charge for any Audio Response Transactions.

**Other EFT Transactions.** You may access certain account(s) you maintain with us by other EFT transaction types as described below.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Re-presented Check Transactions and Fees.** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

**Electronic Fund Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to: Preauthorized payments- You may make arrangements to pay certain recurring bills from you checking or savings. Electronic Check conversions- You may authorize a merchant or other payee to make a one-time electronic payment from you checking using information from your check to pay for purchases or pay bills. Electronic returned check charge- You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**The following limitations may be applicable to your accounts, except as provided by law:**

**Liability for Unauthorized MasterCard Debit Card Transactions on Cards Issued to Certain Consumers and Small Businesses.** The zero liability limit described below only applies to a United States-issued MasterCard branded debit card issued to: (i) a natural person, or (ii) a business or other entity only if the card is issued under a "small business" program described on MasterCard's website at [www.mastercardbusiness.com](http://www.mastercardbusiness.com). The zero liability limit described below does not apply if you are a business or an entity of any sort (corporation, limited liability company, partnership, etc.) unless the card issued to you is a "small business" card described above. The zero liability limit described below does not



apply until your identity is registered by or on behalf of the card issuer. Under MasterCard's zero liability policy as described in the MasterCard Rules (as may be amended from time to time), the zero liability limitation described below may not apply for other reasons.

Tell us AT ONCE if you believe your MasterCard debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your MasterCard debit card. Your liability for unauthorized use of your debit card with the MasterCard logo will not exceed zero dollars (\$0.00) if the following conditions have been met: (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft you promptly reported the loss or theft to us. If the conditions set forth above have not been met, you may be liable for unauthorized transactions to the extent allowed under applicable law (for example, see **Liability for Unauthorized Transfers** paragraph below). To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

MasterCard is a registered trademark of MasterCard Worldwide or its subsidiaries in the United States.

**In addition to the limitations set forth above, the following limitations may be applicable to your accounts:**

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, Audio Response PIN, or online banking PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (608) 635-4351, or write us at United Community Bank, 105 South Main Street/P.O. Box 67, Poynette, WI 53955. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Illegal Transactions.** You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**Business Days.** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

**Stop Payments on ATM, POS, or Debit Card Transactions.** You may not place a stop payment order on any ATM, POS, or debit card transaction.

#### **Documentation.**

**Periodic Statement.** You will get a monthly account statement from us. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit. If you have a passbook account, you may bring your passbook to us and we will record any direct deposits that we made to your account since the last time you brought in your passbook.

**Terminal Receipt.** You can get a receipt at the time you make a transfer to or from your account using an ATM or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (608) 635-4351 to find out whether or not the deposit has been made.

**Our Liability for 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, we will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable for instance:

- \* If, through no fault of ours, you do not have enough money in your account to make the transfer.
- \* If the money in your account is subject to legal process or other claim restricting such transfer.
- \* If the transfer would go over the credit limit on your overdraft line.
- \* If the ATM where you are making the transfer does not have enough cash.
- \* If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- \* If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- \* There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at **(608) 635-4351**, or write us at **United Community Bank, 105 South Main Street/P.O. Box 67, Poynette, WI 53955** 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- \* Tell us your name and account number (if any).
- \* 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.
- \* 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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days 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 and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the

error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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.

**Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- \* To complete transfers as necessary;
- \* To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- \* To comply with government agency or court orders; or
- \* If you give us your written permission.

**Personal Identification Number (PIN).** The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**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 attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of ATM, POS and Audio Response Services.** You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- \* You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
- \* We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
- \* We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

#### **Preauthorized Electronic Fund Transfers.**

**Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$ 25.00 for each stop payment order you give.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**Mobile Banking.** You may access certain accounts you have with us by using eligible mobile devices using a User ID and Password by accessing the mobile banking application. You may use the mobile banking service to perform the following functions:

- \* Obtain balance information and review transactions on eligible accounts
- \* Deposit electronic images of a check to your eligible account(s)
- \* Transfer funds between eligible accounts within the bank and at other financial institutions
- \* Review your account statement
- \* Mobile bill payment through Picture Pay
- \* Deactivate/reactivate your Debit/ATM card using your mobile device

Limitations on Frequency and Amount:

\* For security purposes, there are limits on the frequency and amount of transfers and deposits you may make using this Mobile Banking Service.

Fees and Charges for Mobile Services:

- \* There is no charge to review your account or transfer funds within our bank to other eligible accounts.
- \* The following charges apply to additional features:
  - \* Mobile Deposit Capture - \$0.25 per electronic check image deposited
  - \* Mobile Picture Pay - No charge standard delivery; \$30 next day paper check; \$5 next day electronic check; \$10 same day electronic check
  - \* United Pay-Account to Account Transfers - No charge per inbound transfer; \$1 per outbound transfer; \$3 per express transfer
  - \* United Pay-Person to Person Transfers - \$1 per inbound or outbound transfer.

**Member  
FDIC**