

Picture Pay® Service Terms and Conditions

The following provisions constitute an addendum to the Agreements and Disclosures of United Community Bank (hereinafter referred to as "we", "our", "us", "UCB" and "Bank") concerning Picture Pay® Service ("Service"). In this Terms and Conditions, the words, "Customer", "you", and "your", means the consumer who uses Picture Pay Services.

Terms and Conditions: Picture Pay® Service is a Mobile Payment Service that allows a user to photograph a bill using UCB's Mobile Banking Application, enter required information, and transmit the digital image and information to the Picture Pay Service for processing the payment of the bill. Required information includes information such as, but not limited to, the amount of the payment and the date you want the bill paid. The Service in turn transmits the digital image, electronic payment (ACH), or a substitute item to the paying financial institution for collection. Your use of the Picture Pay Service constitutes your acceptance of the Terms and Conditions. You acknowledge and agree that the Picture Pay Service or any portion of the Picture Pay Service may be provided by one or more subcontractors. Capitalized terms used herein and not otherwise defined shall have the same meaning specified in other account disclosures I have received from UCB.

Service Definitions: This Agreement states the terms and conditions by which UCB will deliver the Picture Pay Service as described below.

- a. "Agreement" means these Terms and Conditions of the Picture Pay Service.
- b. "Authorized User" means Customer or agent of Customer.
- c. "Billing Account" means the checking account from which all Service fees will be automatically debited.
- d. "Business Day" means any day which UCB is open to conduct substantially all of its banking services, but shall not include Saturday, Sunday or Bank observed holidays.
- e. "Due Date" is the date reflected on your Payee's billing statement for which the payment is due; it is not the late date or grace period.
- f. "Payee" means the person or entity to which you select a payment to be directed or is the person or entity from which you receive bills.
- g. "Payment Instruction" means the information provided by you to the Service for a payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number and Scheduled Payment Date).
- h. "Payment Account" means the checking account from which Picture Pay Service will be debited. The Service requires the "Payment Account" and "Billing Account" be identical.
- i. "Scheduled Payment" means a payment that has been scheduled through the Service but has not begun processing.
- j. "Scheduled Payment Date" means the day you want your Payee to receive your payment. If your payment is sent electronically, your account may be debited up to two days in advance of the Scheduled Payment Date, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.
- k. "Service" means the Picture Pay Service offered by UCB, through Allied Payment Network.
- l. "Service Start Date" means the date that the Picture Pay Service is first utilized by the Customer.
- m. "Wireless Device" means any mobile/tablet device acceptable to UCB, which provides for the capture of images from the original items and for transmission through a clearing process.

By accessing or using this Service, you agree to be bound by these Terms and Conditions and accept them in full as they may be modified and posted on this Service. We reserve the right to modify the Service at any time. Your continued use of this Service following any such changes, modifications or alterations shall constitute acceptance of such. In the event of any modifications, you are responsible for making sure that you understand how to use the Service as modified. We will not be liable to you for any losses caused by your failure to properly use the Service or your Wireless Device.

You agree to exercise caution when utilizing the Service on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

The Service Guarantee: Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related to charges up to \$50.00 should a payment post after its Due Date, as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

Payment Scheduling: The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments you must select a Scheduled Payment Date that is no later than the

actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Please be mindful of any expedited payment options and any additional fees associated with these options before confirming your request with the Service.

Payment Type	Expected Delivery
Standard Electronic	3 Business Days
Standard Paper Check (U.S. Mail)	5 Business Days
Expedited Electronic	2 Business Days
Overnight Paper Check	1 Business Day
Expedited Same Day Electronic	Same Business Day

We guarantee the payment will be received by the Payee by the date given in the application at the time of payment submission within the time periods listed above or we will refund any expedited fee and pay any late fees accrued due to the issue.

Payment Authorization and Payment Remittance: By providing the Service with images containing names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds in your behalf so the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction;
- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you executed the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or
- Circumstances beyond the control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid these circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

Expedited Payments: The Service allows you to make expedited payments which are defined as overnight payments by check or next business day electronic payments (ACH) to all payees. To ensure overnight delivery, overnight checks can only be sent to a valid street address in the continental United States (the Contiguous 48 states and the District of Columbia). In addition, overnight checks cannot be delivered to the following locations:

- APO or FPO addresses
- Post Office (P.O.) boxes
- Addresses considered undeliverable using USPS standards

You are responsible for entering and verifying any address for overnight check payments to ensure it is correct and is specified as a valid overnight package address by the Payee.

After entering the payment details, you will be able to review the payment information. At this time you will have the opportunity to edit or cancel the payment. Once you click "Make payment", your payment cannot be edited or cancelled. There is a 2:00 p.m. Central Time cutoff for expedited payments to be submitted but may vary by payee. Expedited payments submitted on a non-business day or after cutoff are processed the next business day.

Payment Methods: The Service reserves the right to select the method by which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic payment to check payment, or a paper check (funds remitted to the Payee are deducted from your Payment Account when the paper check is presented to your financial institution for payment).

Payment Cancellation Requests: You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for cancelling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be cancelled or edited; therefore, a stop payment request must be submitted.

Stop Payment Requests: The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact UCB at 844-414-0370. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The current charge for each stop payment request will be \$25.00.

Prohibited Payments:

The following payment types are prohibited through the Service:

1. Tax Payments
2. Court Ordered Payments
3. Payments to Payees outside of the United States or its possessions/territories

Service Fees and Additional Charges: There are fees associated with the use of the Service. However, there may be a charge for additional transactions and optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees accessed by your telephone and/or Internet service provider.

Fees: Standard Paper Check- No Charge
Next Day Paper Check- \$30.00 per check

Standard Electronic Check- No Charge
Next Day Electronic Check- \$5.00 per check
Same Day Electronic Check- \$10.00 per check

The foregoing shall constitute the service's entire liability and your exclusive remedy. In no event shall the service be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and or the service.

Exclusions of Warranties: THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Password and Security: You agree not to give or make available your Mobile Banking password or PIN or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using this Service. If you permit other persons to use your Wireless Device and PIN or other means to access Mobile Banking (even though you have agreed not to disclose this information), you are responsible for any transactions they authorize. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you believe that your PIN, Wireless Device or other means to access your account has been lost or stolen, or that someone may attempt to use Mobile Banking without your consent, you must notify us immediately. The best way to minimize your loss is to call us immediately. The unauthorized use of your Mobile Banking Service could cause you to lose all of your money in your accounts.

Contact Information:

- Telephone us at 844-414-0370
- Write to United Community Bank at P.O. Box 67, Poynette, WI 53955

You also agree that UCB may revoke your Mobile Banking account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Password or PIN belonging to you and/or your authorized user.

You will have no liability for unauthorized transactions if you notify us within 60 days after the periodic statement showing the transaction has been mailed to you (or 90 days if the transaction was from an account maintained at another financial institution). If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90 day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

Limitations on Frequency and Dollar Amount: You understand and agree that you cannot exceed the limitations on dollar amounts of payments set forth by UCB, currently limited to a total of \$10,000 per Business Day for electronic payments and for paper checks.

Items Returned Unpaid: In using this Service, you understand the Payee and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct returned payments and return it to your Payee, or void the payment and credit your Payment Account. A written notice will be sent to you of transactions the Service is unable to process because of returned items. With respect to any item that you transmit to the Service for payment that we credit to your Payee Account, in the event such item is dishonored, you authorize us to debit the amount of such item, along with any applicable fees, from the Payment Account.

Contact Information: You agree to notify us immediately if you change your mailing address or email address. We will use the address on file with the Bank to send any correspondence and/or notices pertaining to the Service. It is your sole responsibility to ensure the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email address. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate contact information.

Termination of the Service: You may, by written request, terminate the Service provided for in these Terms and Conditions. UCB may terminate your use of the Service at any time upon written notice. In the event of termination of the Service, you will remain liable for all transactions performed on your Account.

Periodic Statement: Any payment made through the Service will be reflected on your account statement. You understand and agree that you are required to notify us of any errors relating to using the Service no later than 60 days after the applicable periodic statement is mailed or otherwise provided, after which such statement regarding payments made through the Service shall be deemed to be correct. You are responsible for any errors that you fail to bring to our attention within such time period.

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 Service 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. 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.

Error Resolution Notice

In case of errors or questions about your payments, call or write us at the telephone number or address listed below as soon as you can if you believe your periodic statement is incorrect, or if you need more information about a transfer listed on the periodic statement. We must hear from you no later than 60 days after we sent the first periodic statement on which the problem or error appeared.

- Tell us your name and account number
- 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 you send us your complaint or question in writing within 10 business days.

We will determine if an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct the 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 (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 questions in writing and we do not receive it within 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 this account was opened.

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