

United Bank & Trust

Internet Banking Service and Mobile Banking Service Agreement

This Internet Banking Service and Mobile Banking Service Agreement and Disclosures (“Agreement”) sets out the terms on which you may obtain services from United Bank & Trust (the “Bank”) using the Internet and/or a mobile device. By clicking “I Agree” to this Agreement or using the Internet Banking Service or Mobile Banking Service, you agree to all of the terms of this Agreement.

This Agreement supplements all other agreements and disclosures related to your account, including the Deposit Account Agreement and Disclosures. If there is a conflict between this Agreement and any other agreements or disclosures, or any statements made by employees or agents of the Bank, this Agreement controls.

1. Definitions

You or Your – The person(s) subscribing to or using the Internet Banking Service and/or Mobile Banking Service.

We, Us or Our – Refers to United Bank & Trust and any employee, agent, independent contractor, designee or assignee that United Bank & Trust may involve to provide Bank services.

Account – Any account that you maintain at the Bank.

Business Day – Any calendar day other than Saturday, Sunday or any holidays recognized by the Bank. Bill payments are processed on all business days that both the Federal Reserve Bank and the U.S. Postal Service are open for business and operating.

Business Day Cut-Off – The Bank’s primary offices are located in Beattie, Clay Center, Concordia, Linn, Marysville, Manhattan, Sabetha, Seneca and Washington, Kansas. We base our business day on the Central Time Zone. For posting purposes, the Bank will process all transactions completed by 5:00 p.m. on a Business Day. All transactions, including transfers, completed after 5:00 p.m. or on a non-Business Day will be processed on the next business day.

2. Amendments.

You agree that the Bank may amend or change the terms and conditions of this Agreement in whole or in part at any time after giving thirty (30) days written notice prior to the amendment or change taking effect. If you do not agree with the amendment or change, you must notify us in writing prior to the effective date to cancel your access to the Internet Banking Service and Mobile Banking. You agree that the Bank may amend or change the terms or conditions of this Agreement without prior notice if it does not result in higher fees, more restrictive service, or increased liability to you.

3. Assignment.

You may not assign this Agreement to any other party. We may assign or delegate the Agreement, in whole or part, to any third party.

4. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. This Agreement is also subject to applicable federal law. If any provision of this Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect.

5. Arbitration Agreement and Waiver of Jury Trial.

If a dispute occurs between you and the Bank that arises from or is incident to this Agreement, then you or the Bank shall submit such dispute to arbitration in the state of Kansas according to the rules of the Commercial Rules of the American Arbitration Association (AAA), subject to the following terms:

- (a) Each Party shall be subject to the personal jurisdiction of the courts located in the state of Kansas and waives the right to assert lack of personal jurisdiction in any legal proceeding.
- (b) Each Party shall bear any cost imposed on that party by the AAA. The Parties share equally any cost imposed on both parties by the AAA.

- (c) Each Party shall bear its own attorneys' fees. The arbitrator shall not order nor have the power to order a Party to pay or reimburse the other Party for attorneys' fees, expert fees or any other fees incurred in connection with, preparing, presenting or defending its case.
- (d) The arbitrator shall not award nor be empowered to award punitive or exemplary damages.
- (e) The arbitrator shall not grant, nor have the power to grant, any form of injunctive relief.

The decision/award of the AAA or other arbitrator shall be final and binding on you and the Bank. You and the Bank may enter the decision/award in any court of competent jurisdiction.

Whether any controversy is arbitrated or settled by a court, you and the Bank voluntarily and knowingly waive any right to a jury trial with respect to the controversy.

6. Participation in Class Action in Court or Class-Wide Arbitration.

If a dispute occurs between you and the Bank that arises from or is incident to this Agreement, you agree that no claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another person's claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any claim subject to arbitration, you agree to not participate in a class action in court or in a class-wide arbitration in any capacity.

7. Available Services.

The following banking services may be available to you through the Internet Banking Service: access to your current account information, view check and deposit images, transfer funds among your accounts at the Bank, make payments to loan accounts at the Bank, view current and past bank statements, and receive electronic statements ("eStatements").

If you are enrolled in UPay, the Bank's online bill payment service, the following additional Bank services may be available to you through the Internet Banking Service: make one-time payments, make fixed recurring payments, transfer funds to your account at another financial institution, transfer funds to another person using PopMoney, and receive bills electronically ("e-Bills") from merchants or service providers.

Now, or in the upcoming months, the following services may be available to you through Mobile Banking: access to account information, view check and deposit images, transfer funds between your accounts at the Bank, make payments to loan accounts at the Bank, receive SMS account alerts to your mobile device or e-mail account alerts, and make payments to recipients that you set up on UPay.

8. Proper Use of Services.

The Internet Banking Service and Mobile Banking will not work unless you use them properly. You accept responsibility for making sure that you know how to use the Internet Banking Service, Mobile Banking, and your mobile device before you begin use. You agree to follow all of the Bank's instructions concerning your use. If you have any questions about how to use the Internet Banking Service or Mobile Banking, please contact the Bank by calling 785-562-4312 or in person at a Branch office.

We may change, upgrade, or add new features to the Internet Banking Service and Mobile Banking. You accept responsibility for making sure that you understand how to use the updated or changed versions. You understand that the Bank is not liable for any losses caused by your failure to properly use the Internet Banking Service, Mobile Banking, or your mobile device.

9. Registration Process.

The Internet Banking Service requires first-time users to complete a registration process. This process involves completing a secure online application that allows us to determine the branch location that is closest to you and obtain information that we need to allow you to use the Service. During the registration process, you will choose a username and password. Your password is not communicated to the Bank. Neither the Bank nor any of its representatives will ever ask you for your password.

The username you create must be at least six (6) characters long. Your username should be unique to you and must not be your account number, Social Security Number, date of birth, or your e-mail address. The password you create must be

between eight (8) and seventeen (17) characters in length. Your password must include at least two (2) letters and at least two (2) numbers. We recommend that you do not use words in your password, but use a combination of upper and lower case letters. These combinations make it more difficult for one to guess your password. Your password will expire every ninety (90) days, so you will be prompted to change your password before it expires.

You agree to keep your username and password confidential to help protect the security of your account. The Bank is not liable for any losses sustained as a result of your failure to exercise reasonable security practices, including but not limited to allowing another person to use your username or password to access your account.

10. Getting Started.

In order to use the Internet Banking Service, you must obtain access to the Internet through a provider of your choice. Online banking may not be compatible with all operating systems and browsers. View the current list of compatible software at www.ubankonline.com under Online Banking in the Online Services menu.

Mobile Banking allows you to access account information using three methods: Short Messaging Service (SMS), a mobile browser, and a downloadable application. The SMS method allows you to obtain limited information from Mobile Banking through text messaging. In order to use SMS, your mobile device must have text messaging capabilities and you must register your mobile device through the Bank's website. Your mobile device must have Internet access to use the Mobile Banking browser or application.

Important Note: While technology continues to develop, Mobile Banking may not be available on all mobile devices. View the current list of compatible devices at www.ubankonline.com under Mobile Banking and Tablet Banking in the Online Services menu. Please consult with your mobile service provider or carrier concerning the capabilities of the mobile device before purchasing it to use Mobile Banking.

11. Security Procedures.

The Bank uses the following multi-layered security to help protect your account, but you are responsible for protecting the confidentiality of your account information, such as your username, password, and answers to challenge questions

Log-On Security. You will be required to enter your username and password each time you log on to the Internet Banking Service, including when using a Mobile browser. You will be required to enter your username and password the first time you use the UBT Mobile or UBT Tablet applications. After your initial login to the UBT Mobile Application, you will be required to enter your password each time you access the app. After your initial login to the UBT Tablet Application, you will be required to enter your password each time you access the app except when changing Users. Changing Users will require both the username and password to be entered at login. Touch ID is an optional fingerprint sign-in method for United Bank & Trust that is currently available for most Apple® devices that have a fingerprint scanner. Refer to the UBT Mobile terms and conditions for more information on using Touch ID. The Bank will end your session if we have detected no activity for twenty (20) minutes for the Internet Banking Service or for ten (10) minutes for UPay and UBT Mobile application.

Challenge Questions. During the registration process, you will choose three (3) multi-factor authentication challenge questions. These questions are used to verify your identity when accessing the Internet Banking Service or UBT Mobile application. You agree to keep the challenge questions and answers confidential. You should not select answers that are common knowledge to others or could be guessed by viewing your profile, pictures, or posts on social media websites.

Encryption Technology. The Bank uses encryption technology to secure your connection. When you go to the Bank's website, you will see a secure padlock icon displayed if you have established a secure connection with the Bank. When the secure padlock icon properly displays, the information passed between your computer and the online banking server is encrypted in an effort to protect your private information. If you do not see a secure padlock icon, the website you have found may be a copycat website that was created by a fraudster to obtain your personal information. Do not input your username, password, answers to security questions or any other personal information. Close the Internet browser and immediately contact the Bank by telephone.

12. Acknowledgment of Commercially Reasonable Security Procedures.

You acknowledge and agree that this Agreement sets forth security procedures that are commercially reasonable. Subject to applicable law and this Agreement, you agree to be bound by payment instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use and we had a reasonable opportunity to act on such notice. Telephoning is the best method for limiting your potential losses.

13. Security is a Joint Responsibility.

The methods used by criminals to commit fraud grow and become more sophisticated every day. You acknowledge that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others. You should never give out any of your personal financial information over the Internet. Be suspicious of email messages that contain links to other websites for validation of any financial or personal information. Please refer to the security section on the Bank's website for important security updates.

You agree to examine your account transactions and to review your eStatements or paper statements upon receipt from the Bank. You agree to report any errors and unauthorized transactions to us as soon as you learn of them by calling the Bank at 785-562-4312 or in person at a Branch office.

The Bank is not responsible for any electronic virus that you may encounter using the Internet or your mobile device. You are responsible for providing commercially reasonable security for all computers and mobile devices that you use to transact business with the Bank. You agree to use and keep up-to-date anti-virus, anti-spam and anti-spyware programs on all computers that you use to transact business with the Bank through the Internet. If your account suffers an unauthorized loss, you agree that the Bank may take temporary possession of your computers and mobile devices in order to conduct, or have a third party conduct, a forensic examination.

The Bank discourages the use of public or shared computers to access the Internet Banking Service because these are often corrupted with viruses and malware. Undetected and unrepaired viruses may corrupt and destroy computer programs, files and hardware. Malicious software or "Malware" can steal your username, passwords and answers to challenge questions and result in unauthorized access to your account.

You agree to password protect all mobile devices that you use to access Mobile Banking. If your mobile device is lost or stolen, you agree to suspend your mobile device's access to Mobile Banking by calling the Bank or using the Bank's website. If you recover your mobile device, you may revisit the Bank's website to resume using the same device for Mobile Banking. If you do not recover your mobile device, you agree to de-register the device by calling the Bank or using the Bank's website. If you have any questions about how to suspend or de-register your mobile device, please contact the Bank.

14. Right to Interrupt Internet Banking Service and Mobile Banking.

The Bank reserves the right to interrupt or block access to the Internet Banking Service and Mobile Banking in order to maintain or restore security to your account if the Bank reasonably believes that your account or personal information have been or may be compromised. You understand and agree that the Bank in our sole discretion may refuse to make any transaction that you request for security reasons.

15. Individual and Joint Accounts.

You may use the Internet Banking Service or Mobile Banking to access accounts on which you are an owner or signer after requesting such access on your enrollment form. You can add or delete any of your accounts that you previously requested to be accessible. If you desire services that allow you to initiate transfers or payments from the account, you must have withdrawal authority to complete the transaction. You agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover any transactions and fees that are ultimately approved by or related to the Internet Banking Service or Mobile Banking.

You agree to not allow other users to access your account using your username or password. You agree that the Bank is entitled to rely on the instructions it receives from you or any users who access your account using your username or passwords. If the accounts added to the Internet Banking Service or Mobile Banking are jointly held or have multiple signers,

each owner or signer must register and use their own username and password. If the accounts added are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your username and password are authorized by you unless you gave written notice to cancel the Internet Banking Service or Mobile Banking and we have had three (3) business days from our receipt of your instructions to cancel the services.

16. Fees for the Internet Banking Service and Mobile Banking.

The Internet Banking Service is available to use at no charge. There may be charges for additional transactions and other optional services, such as the UPay. Refer to the UPay Terms and Conditions Agreement for additional information. We will advise you of any fee changes prior to implementing them. You authorize us to automatically charge your account for all such fees. The Bank may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them according to our fee schedule.

17. Balance Inquiries and Transfer Limitations.

You may use the Internet Banking Service and Mobile Banking to check the balance of your accounts and to transfer funds among your accounts. According to federal regulations, you may not make more than six (6) pre-authorized or automatic transfers from your Money Market Deposit Account or Savings Account during a given monthly statement period. There are no limits to the number of transfers from your Checking Accounts.

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments, charges or fees. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact your local Bank office.

Account balances are updated periodically and the system will display the most current "as of" date on the "List of Accounts" summary page. There may be situations that cause a delay in an update of your balances. The system will use the most current balance available at the time of a transaction on which to base our approval of the transaction.

18. UPay Bill Payment Service.

You may use the UPay Bill Payment Service to direct us to make payments from your account(s) to third parties ("Payees"). "Account" means your designated bill payment checking account at the Bank from which we make bill payments on your behalf pursuant to this Agreement. By subscribing to the Service or using the Service to make any payments to a Third Party, you agree to the UPay Terms & Conditions found at the bottom of the UPay Payment Center. Payments are approved based on the balance available for withdrawal, as defined in our Funds Availability Policy, plus the available credit on your Demand Deposit Loan, if any, or other line of credit.

19. Disclaimer of Warranty and Limitation of Liability.

We make no warranty, of any kind, in connection with the Internet Banking Service or Mobile Banking. We do not and cannot warrant the Internet Banking Service or Mobile Banking will operate without errors, or that any or all of the services will be available and operational at all times. You understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

Subject to applicable law and this Agreement, in no event shall the Bank or its officers, directors, employees, agents or contractors be liable for any direct, indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use or access to the Internet Banking Service or Mobile Banking, including, but not limited to attorneys' fees and costs, loss of profits, revenue, data or use by you or any third party regardless of the nature of the claims.

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 may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for example, if any of the following occurs:

- (a) Funds are not available in your account or attached credit line to make the transfer.
- (b) Funds are subject to legal process or other encumbrance restricting such transfer.

- (c) If the equipment or Service was not working properly and you knew about the possible malfunction when you initiated the transfer.
- (d) Any information provided by you about the Payee is incorrect.
- (e) There are any delays in the handling of the payment by the Payees.
- (f) If circumstances beyond our control (such as fire, flood or tornado) prevent the transfer.
- (g) There may be other exceptions stated in our agreement with you.

20. Notice of Your Rights and Liabilities for Unauthorized Transfers.

(a) Consumer liability. Tell us AT ONCE if you believe your account has been compromised, or if you believe your username, password or challenge questions and answers have 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 four (4) business days after you learn of the compromise, loss or theft, you can lose no more than \$50 if someone used your account, username, password or challenge questions and answers without your permission.

If you do NOT tell us within four (4) business days after you learn of the compromise to your account, or the loss or theft of your username, password or challenge questions and answers, and we can prove we could have stopped someone from using your account without your permission if you had told us, you could lose as much as \$300.

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 by U.S. mail or sent by electronic email delivery (eStatement), 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.

(b) Contact in event of unauthorized transfer. If you believe a transfer has been made from your account without your permission, your account has been compromised, or your username, password, or challenge questions or answers have been lost or stolen, notify the Bank by telephone at 785-562-4312 or in person at any of our Bank locations as soon as possible. Time is of the essence in limiting the amount of loss.

21. Error Resolution Notice.

Notify the Bank as soon as possible if you see errors on your statement or receipt or if you have questions about your electronic transfers. Also, contact the Bank if you need more information about a transfer listed on your statement or receipt. Telephoning is the best method for limiting your potential losses, but you may notify us by going to one of our Bank locations or in writing.

Telephone:	785-562-4312	Address:	United Bank & Trust Attn: Electronic Banking PO Box 428 Marysville, KS 66508
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We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Be careful to:

- (a) Tell us your name and account number (if any).
- (b) 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.
- (c) 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.

- (a) Without prior notice, if you have insufficient funds in any one of your accounts, non-use of the system, security concerns about your account, or other circumstances exist that create a risk of loss for the Bank, or
- (b) Upon reasonable notice, for any other reason in our sole discretion.

You agree that we will not be liable to you or any third party for any change, suspension, or cancellation of the Internet Banking Service or Mobile Banking. You are responsible for all transactions approved by the Internet Banking Service and Mobile Banking prior to the cancellation, and for any other fees and associated charges. The Bank may reinstate the Service or Mobile Banking, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. In order to reinstate the Service or Mobile Banking, you must request this in person at your local branch location.

26. Ownership of Material.

The Internet Banking Service and Mobile Banking are products of Fiserv, Inc. Unauthorized reproduction in whole or part of the products is prohibited and may result in legal action.

27. Relationship to Agreements with Mobile Service Carriers or Providers.

While using Mobile Banking, you agree to be subject to the terms and conditions of your agreements with any unaffiliated mobile service carriers or providers (e.g., AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless and MetroPCS). You understand that this Agreement does not amend or replace any of those agreements.

You understand that your agreements with unaffiliated mobile service carriers or providers (collectively "Providers") may establish fees, limitations and restrictions that may impact your use of Mobile Banking. Your Provider may charge you for data usage, receiving or sending text messages, downloading the Software, using the Software on your mobile device, or other products and services provided by Mobile Banking. You agree to be solely responsible for all such fees, limitations and restrictions. You agree that your Provider is solely responsible for its products and services. You agree to resolve any problems with your Provider directly without involving the Bank. You agree that the Bank is the provider of Mobile Banking, so you will contact us directly if you have any problems with Mobile Banking.

28. Mobile Banking Software License Agreement.

The Bank hereby grants you a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Software on your mobile device within the United States and its territories. If you obtain a new or different mobile device, you may be required to download and install the Software to that new or different mobile device. You agree to delete the Software from any mobile device that you no longer use. You agree to not dispose, give or transfer your mobile device to another person or entity unless you first delete the Software.

29. License Restrictions/Revocation.

We will immediately revoke your License to use the Software for any of the following reasons:

- a) If we receive written notice from you cancelling Mobile Banking;
- b) If you cancel Mobile Banking by notifying us by U.S. mail, telephone, or in person at a Branch office;
- c) If you delete or uninstall the Software from your mobile device;
- d) If you fail to comply with any term or condition of the Agreement;
- e) If we send written notice to you of the revocation, with or without cause; or
- f) If you or we close all of your accounts with the Bank.

If your License is revoked, you agree to discontinue use of Mobile Banking and promptly delete the Software from your mobile device. The Bank and our service providers, including, but not limited to Fiserv, reserve all rights not granted to you in this Agreement.

30. Restrictions for Use of Software.

The Software shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy or reproduce all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software.

The Software does not include various third-party operating systems and applications that will be required for you to use the Software. You are responsible to obtain such third-party software to enable you to use Mobile Banking.

You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You agree that you (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this paragraph, (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of our procedures and requirements for use of the Software. The provisions of this paragraph are binding on you after the revocation of your License and/or cancellation of your use of the Software.

31. Representations about Account Ownership and Provision of Information.

You represent that you are the legal owner of the accounts and other financial information that may be accessed through the Internet Banking Service and Mobile Banking. You represent that all information you provide to us in connection with the services is accurate, current and complete, and that you have the right to provide such information. You agree not to misrepresent your identify or your account information. You agree to keep your account information up to date and accurate.

32. Electronic Communications from the Bank.

You agree that the Bank and its service providers may send you, by SMS text message, e-mail, and other methods, communications that relate to the Internet Banking Service and Mobile Banking (with an opportunity to opt-out), such as welcome messages, information, and requests for information relating to your use of banking services. Once again, by entering into this Agreement you are acknowledging the inherent risks of the Internet and all Internet-related services and, notwithstanding that understanding, wish to enter into this Agreement and to make use of the provided services.

33. Location-Based Information.

If you use any location-based feature of Mobile Banking, you understand and agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. In order to revoke access to such information, you must terminate your use of any location-based features of Mobile Banking.

34. Export Control.

You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without exception or limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

35. Proprietary Rights.

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other applications associated with Mobile Banking.

36. User Conduct.

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile

Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

37. No Commercial Use or Re-Sale.

You agree that Mobile Banking is for your personal use only. You agree not to resell or make commercial use of Mobile Banking.

38. Indemnification.

You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of the Agreement, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

39. Mobile Banking Services Limitations.

Neither we, nor any of our service providers, including Fiserv, can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions.

Neither we, nor any of our service providers, including Fiserv, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking.

Neither we, nor any of our service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any wireless device or mobile network that you use to access Mobile Banking.

You agree to exercise caution when using the Mobile Banking application and browser on your wireless device and to use good judgment and discretion when obtaining or transmitting information.

Information about account activity is synchronized between the Software and our website. Transfer and payment information available through the Software may differ from the information that is available directly through our website. Information available directly through our website may not be available through the Software, may be described using different terminology, or may be more current than the information available through the Software, including but not limited to account balance information. The method of entering instructions through the Software also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the Software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

40. Use of Data.

You understand and agree that the Bank and our service providers will use the information that you provide for purposes of providing Mobile Banking services and to prepare analyses and compilations of aggregate customer data that do not identify you (such as the number of customers who signed up for Mobile Banking in a month).

41. Third Party Beneficiary.

You agree that our service providers may rely upon your agreements and representations in this Agreement. You agree that our service providers are third-party beneficiaries to this Agreement and have the power to enforce its provisions against you.

UNITED BANK & TRUST ALERTS TERMS AND CONDITIONS

Alerts. Your enrollment in United Bank & Trust Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your United Bank & Trust account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password or login information. You do not have the option to suppress these Mandatory Alerts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within United Bank & Trust Online Banking and Alerts menu within United Bank & Trust Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. United Bank & Trust reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("**EndPoints**"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your United Bank & Trust Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "**STOP**" to **96924** at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in United Bank & Trust Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **96924**. In case of questions please contact customer service at 785-562-4312. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. United Bank & Trust provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside United Bank & Trust's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold United Bank & Trust, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

**UNITED BANK & TRUST
MOBILE DEPOSIT SERVICE USER AGREEMENT**

This United Bank & Trust Mobile Deposit Service User Agreement (the "Agreement") is entered into by United Bank & Trust (the "Bank") and you, the Customer. The Agreement governs your use of the Mobile Deposit Service (the "Service"). By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement. Please read this Agreement carefully and keep it for future reference. In addition to this Agreement, your Account is also governed by our *Terms and Conditions Agreement and Disclosures*, including but not limited to the section entitled "Funds Availability Policy" (together, the "Deposit Agreement") and our *Internet Banking Service and Mobile Money Agreement and Disclosures*. If the terms and conditions of this Agreement conflict with those of the Deposit Agreement, the terms and conditions of this Agreement supersede the terms and conditions of the Deposit Agreement, only with respect to the deposits made through the Service. Deposits made through other channels continue to be governed by the Deposit Agreement.

DEFINITIONS

1. "You" and "your" means: (i) a person who has applied for the Mobile Deposit Service for personal use, or (ii) a small business entity (or its authorized representative, as applicable) that has applied for the Service for business use by that authorized representative.
2. "Bank," "we," "us" and "our" mean United Bank & Trust and its successors or assigns.
3. "Account" means your deposit account with us to which you are authorized to make a deposit using a Capture Device.
4. "Capture Device" means any device acceptable to us from time to time that provides for the capture of images from Items and for transmission through the clearing process. In order to use the service, you must have access to a Mobile Phone or Tablet. The Bank has found that the following devices can be used for the service. If your phone or tablet version is not listed, please contact us to determine if the service is available for your specific device.
 - Apple iPhone and iPad– iOS
 - Android Smart Phones and Tablets
 - Amazon Fire Tablets

View the current list of compatible devices at www.ubankonline.com under Mobile Banking and Tablet Banking in the Online Services menu.

5. "Check 21" means the Check Clearing for the 21st Century Act.
6. "Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.
7. "Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21.
8. "Item" is an original: check, cashier's check, official check, United States Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in United States currency that is payable to you. Items are deemed to be "items" under the Uniform Commercial Code and "checks" under Regulation CC.
9. "User Guide" means the application download instructions, device instructions and FAQs we provide to you on our Internet site from time to time, in addition to any help content contained within the software application that is downloaded to your Capture Device.

TERMS

1. **Mobile Capture Service.** Pursuant to the terms of this Agreement, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Capture Device, and transmitting that Image to us for deposit. You may transmit Images to us only from a Capture Device located in the United States. By using the Service, you agree to this Mobile Remote Deposit User Agreement.

2. **Hardware and Software Requirements.** You agree to transmit an Image to us using only a Capture Device as we may have expressly authorized for your use to transmit Images. We may reject Images that you transmit to us with an unapproved Capture Device or by other means to which we have not given our consent.

Any Capture Device that you use to transmit Images to us pursuant to this Agreement must be approved by us. We may change the list of approved Capture Devices from time to time. You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Capture Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time.

You are responsible for all costs of using the Service and operating the Capture Device, including, but not limited to telephone and internet service charges. You are responsible for maintaining the system's capacity and connectivity required for use of the Service. We shall notify you of those requirements, and we may amend them from time to time.
3. **Image Quality.** You are responsible for the image quality of any Image that you transmit. If an Image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our image quality standards as we may establish them from time to time, we may reject the Image without prior notice to you. Each Image must include the front and back of the Item, and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.
4. **Processing Images.** You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other bank to which an Image is sent to handle the Image or IRD. We reserve the right to reject and to refuse to process any Image you send to us for any reason or no reason, without prior notice to you.
5. **Limits.** You can capture an item up to \$1,500.00 for each deposit. You may deposit up to \$3,000.00 per day using Mobile Deposit. We may change these limits on the dollar amount and/or number of Items or deposits from time to time based on your account status. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.
6. **Deposit of Other Items; Deposits when Service Not Available.** You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason we are not able to recognize as an Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a branch, ATM, or bank by mail. You further agree to use such other channels when the Service may not be available.
7. **Returned Items.** You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.
8. **Handling of Transmitted Items.** You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you. For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentment of the Item by any other means. You agree to retain the Item until the deposit is recorded on your statement, and thereafter to either destroy any Item of which you have transmitted an Image, or to otherwise render it incapable of transmission or presentment.
9. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without

further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

10. **Payment Processing.**
- a. *Item Processing.* At our sole discretion, we may process the Images you send to us electronically through other banks, or we may create Image Replacement Documents that will be processed through traditional check processing methods. If you send us Images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your account. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.
 - b. *Endorsement of Items.* All Items submitted for deposit through the service must bear the endorsement of the Payee along with "For UBT Mobile Deposit Only". The endorsement must be in blue or black ink. Only items made payable to an account owner will be accepted for deposit.
 - c. *Transmission of Items.* The Images you send us are not considered received by us until you receive a message from us acknowledging that we have accepted your deposit. However, the confirmation that we send you does not mean that the transmission was complete or error free. As stated in Section 4 of this Agreement, we may refuse to process any Image you send to us for any reason or no reason.
 - d. *Funds Availability.* If an Image you transmit through the Service is received and accepted before 4:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds from Items deposited through the Service will be made available to you pursuant to our Funds Availability Policy. See the section entitled "Funds Availability Policy" in your Deposit Agreement.
 - e. *Notices.* You consent to the electronic delivery of hold and error in deposit notices. Notices will be sent to the e-mail address associated with your Internet Banking Access ID.
11. **Fees.** There is no fee for this service. The Bank may change the fees for use of the Service at any time pursuant to the section titled "Amendment" below. You authorize the Bank to deduct any such fees from any account in your name.
12. **Representations and Warranties.** You make the following representations and warranties to us:
- a. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
 - b. You will use the Service to transmit and deposit Images of Items only.
 - c. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
 - d. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
 - e. Items have not been altered.
 - f. Each Item bears all required and authorized endorsements.
 - g. Each Item has been endorsed as "For UBT Mobile Deposit Only".
 - h. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of Kansas, in addition to any other warranties made by us to any third party under any applicable law.
 - i. All Images accurately and legibly represent all of the information on the front and back of the Item.
 - j. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn on your own account, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, or (vi) that is created by you purportedly on behalf of the maker, such as a remotely created check.
 - k. No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
 - l. You will use the Service as required by the User Guide.
 - m. Your understanding that acceptance of the Terms and Conditions for Mobile Banking is required for use of the Service.
 - n. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.

13. **Indemnification and Limitations on Liability.** In addition to the indemnifications and limitations on liability contained in the *Terms and Conditions Agreement and Disclosures*, you hereby indemnify and hold us harmless for any claim, cost, loss or damage caused directly or indirectly by your failure to comply with the terms of this Agreement or by your breach of any representation or warranty contained herein.

UNITED BANK & TRUST SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. UNITED BANK & TRUST SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY UNITED BANK & TRUST ON AN "AS IS" BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UNITED BANK & TRUST MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Intellectual Property.** This Agreement does not transfer to you any ownership or proprietary rights in the Service, the Capture Device or any associated software or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service, Capture Device and any associated software. Neither you nor any user you authorize will:
- sell, lease, distribute, license or sublicense the Service;
 - modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reason;
 - provide, disclose, divulge or make available to or permit use of the Service by any third party;
 - copy or reproduce all or any part of the Service; or
 - interfere, or attempt to interfere, with the Service in any way.
15. **Termination.** We may terminate or suspend the Service, or your use of the Service, at any time. You may terminate your use of the Service at any time by giving notice to us. Your notice will not be effective until we receive your notice of termination as provided in the User Guide, as it may be amended from time to time, and we have had a reasonable time within which to act upon it. Notwithstanding termination, any Image transmitted through the Service shall be subject to this Agreement.
16. **Amendment.** We may change this Agreement at any time. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a change is favorable to you, however, we may make the change at any time without advance notice. If you do not agree with the change you may discontinue using the Service. However, if you continue to use the Service, that may be deemed your acceptance of and agreement to the change.
17. **Governing Law.** This Agreement, and your rights and our obligations under this Agreement, are governed by and interpreted according to federal law and the law of the State of Kansas. If state and federal law are inconsistent, or if the state law is preempted by the federal law, federal law governs.
18. **Miscellaneous.** We may waive enforcement of any provision of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.