

CUSTOMER WELCOME GUIDE



TABLE OF CONTENTS

1	Introduction
4	Customer Care
4	Welcome
4	Transition Weekend
4	United Bank's Routing Number
4	Your Account Number
4	Conversion Homepage
5	FDIC Insurance
5	Personal Accounts: Transition Information
6	Business Accounts: Transition Information
7	Account Statements
8	Personal Online and Mobile Banking
11	Small Business Online and Mobile Banking
12	Business Online and Mobile Banking
13	Remote Deposit
13	Other Business Services
13	Automatic Deposits and Payments (ACH)
13	Visa® Debit Cards (Personal & Business)
14	Current Piedmont Bank Credit Cardholders
14	United Visa® Credit Cards (Personal & Business)
14	Overdraft Services
14	Wire Transfers
15	Fund Transfers
15	Checks and Deposit Tickets
15	Telephone Banking
15	Business Day
15	Funds Availability
15	Transaction Posting Order
16	FDIC Insurance: Certificates of Deposit
16	Certificates of Deposit
16	Certificate of Deposit Account Registry Service® (CDARS)
17	Loans
18	Mortgage Loans
19	Office Locations and Hours, Post-transition
20	Personal Fee Schedule
21	Business Fee Schedule
23	Privacy Policy
25	Personal: Terms and Conditions of Your Account
40	Business: Terms and Conditions of Your Account

EXCELLENCE IN SERVICE

We are excited to welcome you to United Bankshares and are truly grateful for the opportunity to continue to serve you. With 185 years of banking tradition, United Bank DBA United Bankshares is well positioned to meet your needs by providing the technology, products, and expertise you'd expect from a big bank, with the personal touch and local decision-making of your neighborhood bank.

With a history of safe, sound, and secure banking practices, United's impact can be felt in communities both big and small. Today, we have more than 240 locations and 2,700 employees across eight states and Washington, D.C., serving customers throughout the Southeast and Mid-Atlantic.

Through every chapter of our story, we've stayed true to our mission of providing excellence in service to our shareholders, our customers, our employees, and our communities. Along the way, we have never lost sight of our roots as a community bank, because to us, excellence in service means more than providing banking solutions. It means dedicating ourselves to our communities, focusing on relationships, and providing premier personal service. In recognition of our dedication, we are proud to have been named one of the top 5 Most Trustworthy Banks in America by *Newsweek* for the last three consecutive years.

On January 10, 2025, United Bankshares, Inc., acquired Piedmont Bancorp, Inc., the parent company of The Piedmont Bank. Soon, The Piedmont Bank (also referred to as Piedmont Bank) will fully transition to United Bank and will do business as United Bankshares. You can feel confident that when the name on your local office changes, it signifies a joining of talent, a strengthening of communities, and a broadening of financial services. You will be greeted by the same local bankers you know and trust. With a shared vision, shared values, and a shared commitment to community, we will continue delivering our mission of excellence in service to the customers and communities we serve.

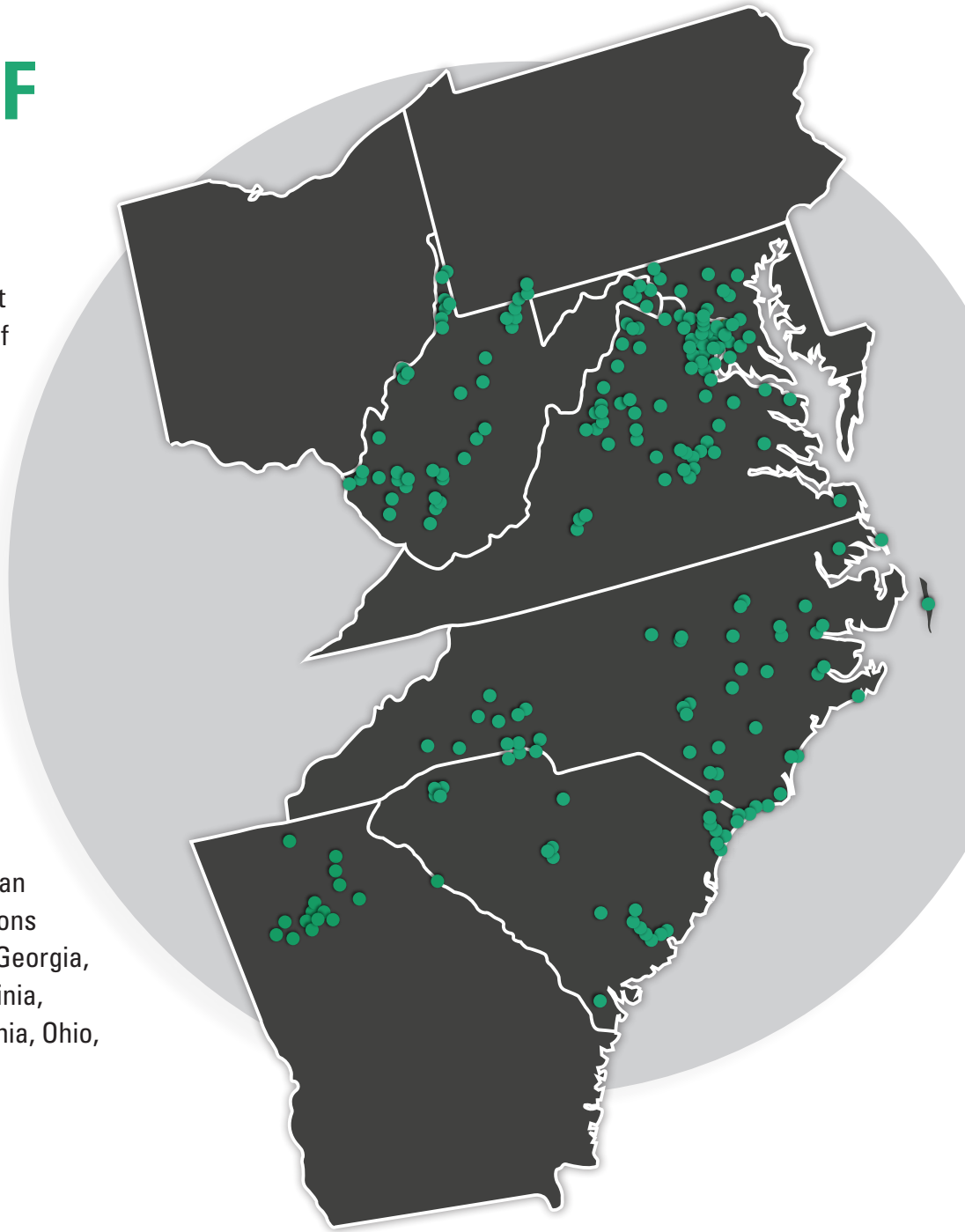
We are grateful for all Piedmont Bank has done for its customers, and we hope you share our excitement about the opportunities ahead.



EXPANDED NETWORK OF SERVICES

On January 10, 2025, United Bankshares, Inc., acquired Piedmont Bancorp, Inc., the parent company of The Piedmont Bank. This latest step forward affirms United's place as the 41st largest bank in the U.S. based on market capitalization, with more than 240 locations throughout the Southeast and Mid-Atlantic.

As our footprint grows, so does your ability to access banking services in the many places you may go. This conversion will offer you a wider range of competitive and sophisticated banking products and solutions, and provide you with an expanded network of banking locations and ATMs as you travel throughout Georgia, South Carolina, North Carolina, Virginia, West Virginia, Maryland, Pennsylvania, Ohio, and Washington, D.C.



COMMITMENT TO COMMUNITY

While United continues to grow and enhance our offerings, our steadfast commitment to providing excellence in service to our customers and our communities remains constant. Our legacy of active community participation has been part of our heritage since our inception and continues today. We pride ourselves on our commitment to meeting the needs of, fueling opportunities in, and combating challenges faced by our communities. This includes giving our time, talent, and resources to help build a brighter future in the places we call home.

As we join together two great companies, we bring this same level of commitment to your community. We have already begun the process of learning more about Piedmont Bank's neighborhoods, current relationships, commitments, and passions, and getting to know you and your community. Rest assured, you will see enhanced local initiatives from our teams as we continue to support efforts through volunteerism, philanthropy, economic development, and affordable housing initiatives.

AWARD-WINNING PROGRAMS

United has been recognized by the ABA Foundation several times in recent years for having the top volunteer program in the nation, as a winner of the Community Commitment Award for our community and economic development efforts, and for having one of the most outstanding Diversity, Equity, and Inclusion programs.

From partnering with local organizations on financial literacy initiatives to serving on boards, our employees are active in their communities, making a difference each and every day. We are privileged to be part of the efforts that help revitalize and strengthen local communities, and we look forward to making a difference in those newly served by United.

HOW WE GIVE BACK

OUR MISSION

The mission of United is excellence in service to our shareholders, customers, employees, and communities.

BY THE NUMBERS | 2024

United's impact in 2024 focused most in the areas of education, at-risk children, economic development, and affordable housing.



\$4 MILLION + IN TOTAL GIVING



700+ BOARD AND COMMITTEE POSITIONS



2,000+ COMMUNITY PARTNERS



35,000+ VOLUNTEER HOURS



LEARN MORE

BankWithUnited.com/about-united/commitment-to-community

CONTACT CUSTOMER CARE

**THROUGH THE FRIDAY
OF TRANSITION WEEKEND,**
contact your local branch.

Former Piedmont Bank offices will close at 2:00 p.m. the Friday of transition weekend, and will be available to assist when they reopen Monday, post-transition.

Piedmont Bank's Telephone Banking will operate in inquiry-only mode beginning 5:00 p.m. the Friday of transition weekend through 8:00 a.m. the Monday post-transition by calling 855.835.6822.

**BEGINNING THE SATURDAY
OF TRANSITION WEEKEND,**
you may begin contacting United Customer Care. Please be prepared to answer a few security questions to access your accounts.

United Customer Care
800.327.9862

Standard Hours:
Monday – Friday:
8:00 a.m. – 6:00 p.m.

Saturday:
9:00 a.m. – 5:00 p.m.

Additionally, United Customer Care offers 24/7 support for personal online banking customers, effective the Monday post-transition.

WELCOME TO UNITED BANKSHARES

The following pages contain important customer information, including changes to your accounts, office locations, account details, and an overview of the transition process. Please read this information carefully and retain it for your records.

 **Please note: You will see this symbol throughout when action may be required by you.**

Additionally, you will find references to “**transition weekend**” throughout this document. Please see the enclosed transition timeline for more information about transition weekend. You may receive additional mailings providing more detailed information on specific accounts or services at a later date.

TRANSITION WEEKEND

BEGINNING AT 2:00 P.M. ON THE FRIDAY OF TRANSITION WEEKEND, all former Piedmont Bank offices will close to prepare for the transition.

ON THE MONDAY POST-TRANSITION, all offices will open, fully transitioned to United Bankshares. Drive-ups and lobbies will be fully functional at their normal operating times.

Please visit **BankWithUnited.com** to view United's expansive network of office locations and ATMs throughout the Southeast and Mid-Atlantic.

See page 19 for a complete list of post-transition operating hours and locations.



UNITED'S ROUTING NUMBER

For your convenience, please note United's routing number:
056004445

You may begin using this after transition weekend.



YOUR ACCOUNT NUMBER

Your account number(s) will remain the same unless you have been notified otherwise.



CONVERSION HOMEPAGE

We've created a set of online resources and communications to help you through this process.

Visit BankWithUnited.com/Piedmont for more details.



UNITED CUSTOMER CARE

You may begin contacting United Customer Care beginning the Saturday of transition weekend.

800.327.9862

Member FDIC FDIC INSURANCE

In Georgia, branches operating under the United Bankshares name are in fact United Bank

branches. It is important for you to know that United Bank is one bank regardless of whether you maintain your account at a United Bank branch outside of Georgia or at a United Bankshares branch within Georgia. Specifically, for purposes of your FDIC insurance coverage, United Bank and its United Bankshares branches in Georgia are viewed together as a single bank. If you hold one or more accounts maintained at a United Bank branch outside of Georgia and you also hold one or more accounts maintained at a United Bankshares branch within Georgia, all of these accounts

are seen as being held at a single bank and are restricted to the standard insurance amount of \$250,000 per depositor, per insured bank, for each account ownership category.

All deposits will continue to be FDIC-insured up to the maximum amount allowed. In addition, for six months after the transition, your accounts with Piedmont Bank will be insured separately from any you may have with United.

For more information on FDIC insurance, please call 877.ASK.FDIC.

PERSONAL ACCOUNTS Transition Information

If your current Piedmont Bank account is:	Your new United account will be:	Your account is free of monthly maintenance fees if you maintain:	Otherwise, your monthly maintenance fee will be:
Non-Interest Checking Accounts			
Regular Checking	United Rewards Checking ¹	15 qualifying debit card purchases OR \$500+ monthly direct deposit	\$10
Classic Checking	United Free Checking ²	No minimum balance	No monthly maintenance fee ³
Interest Checking Accounts ⁴			
Advantage Checking	Chairman's Club ⁵	\$1,000 minimum daily balance	\$20
Piedmont Management Silver Classic Checking	Platinum Checking ^{6,7}	\$2,500 minimum daily balance	\$10
Money Market Accounts ⁴			
Personal Prime Money Market Savings Elite Money Market	Super Money Market (If your average year-to-date balance is greater than or equal to \$15,000 at the time of transition.)	\$15,000 minimum daily balance	\$10
Personal Prime Money Market Savings Elite Money Market	Money Market Investment (If your average year-to-date balance is less than \$15,000 at the time of transition.)	\$1000 minimum daily balance OR \$2,000 average monthly balance	\$10
Savings Accounts ⁴			
Statement Savings	Platinum Savings	No minimum balance	No monthly maintenance fee
Short Term Parking	Platinum Savings	No minimum balance	No monthly maintenance fee
Minor Savings	Kids Club Savings ⁸	No minimum balance	No monthly maintenance fee ⁹

¹ Product includes: credit file monitoring, credit report, credit score, and identity fraud expense reimbursement coverage with resolution services. Enrollment package will be mailed separately for access to these benefits. Email address required for benefit enrollment.

² Product includes free wallet or duplicate personal size checks.

³ Other fees may apply. See Fee Schedule for details.

⁴ Interest rates will remain the same. All rates are subject to change at the Bank's discretion. Interest will be compounded and credited monthly.

⁵ Product includes: free wallet or duplicate Specialty Gray personal size check styles, \$5 off any other personal size checks, and free 3x5 safe deposit box or credit towards a large box. Grandfathered product will not be available for new accounts.

⁶ Piedmont Management customers will continue to receive free wallet or duplicate personal size checks and 50% off safe deposit box discount on any size box. Not eligible for new accounts.

⁷ Silver Classic Checking customers will continue to receive free wallet or duplicate personal size checks. Not eligible for new accounts.

⁸ Grandfathered product will not be available for new accounts.

⁹ \$10.00 dormancy fee after 24 months of no activity.

BUSINESS ACCOUNTS Transition Information

If your current Piedmont Bank account is:	Your new United account will be:	Your account is free of monthly maintenance fees if you maintain:	Otherwise, your monthly maintenance fee will be:
Business Non-Interest Checking Accounts			
Business Checking Free Checking ^{1,2} Small Business Checking ^{1,2} ICS Checking ^{1,2} Lockbox Checking ^{1,2}	Free Business Checking	No minimum balance	No monthly maintenance fee (\$0.25 charge for each item over 500 per statement)
Community Checking ^{1,2}	Nonprofit Checking	No minimum balance	No monthly maintenance fee
Commercial Checking MSB Analysis Checking	Analyzed Business Checking (with same Piedmont Bank fee structure)	Varies based on account activity and earnings credit	\$18 (plus per-item fees which may be offset by earnings credit)
Business Interest Checking Accounts ³			
Business Interest Checking ^{1,2}	Checking Plus – Business	\$1,000 minimum daily balance OR \$2,000 average monthly balance	\$10 (\$0.50 per check charge for each check over 250 in a given cycle)
IOLTA Checking	IOLTA Checking	No minimum balance	No monthly maintenance fee
Business Money Market Accounts ³			
Business Prime Money Market ^{1,2} Business Elite Money Market ^{1,2} Business Piedmont Money Market ^{1,2} Elite Plus Money Market ^{1,2} Premium Elite Money Market ^{1,2}	Super Money Market Business (If your average year-to-date balance is greater than or equal to \$15,000 at the time of transition.)	\$15,000 minimum daily balance	\$10
Business Prime Money Market ^{1,2} Business Elite Money Market ^{1,2} Business Piedmont Money Market ^{1,2} Elite Plus Money Market ^{1,2} Premium Elite Money Market ^{1,2}	Business Money Market Investment (If your average year-to-date balance is less than \$15,000 at the time of transition.)	\$1000 minimum daily balance OR \$2,000 average monthly balance	\$10
ICS Money Market	Business Money Market Investment	\$1,000 minimum daily balance OR \$2,000 average monthly balance	\$10
Special Municipal Money Market ^{1,2}	Money Market Investment - Public Funds	\$1,000 minimum daily balance OR \$2,000 average monthly balance	\$10
Business Savings Accounts ³			
Business Statement Savings ^{1,2} Business Short Term Parking ^{1,2}	Platinum Savings	No minimum balance	No monthly maintenance fee

¹ Any nonprofit customers using this category will migrate into a Nonprofit product instead – no monthly maintenance fee or item fee.

² Any public funds customers using this category will migrate to a Public Fund product instead.

³ Interest rates will remain the same. All rates are subject to change at the Bank's discretion. Interest will be compounded and credited monthly.

ACCOUNT STATEMENTS

Your Last Piedmont Bank Statement

Your last account statement from Piedmont Bank will be as of the Friday of transition weekend. Interest will be paid on interest-bearing checking, money market, and savings accounts through the Friday of transition weekend. No service charges will be assessed until your next regular statement.

Your First United Statement

Personal account statements will be mailed in the same timeframe as your current statement, with a possible variance of only a few days. **Business account statements** will follow the same mail schedule as your current statement. **Savings statements** will be mailed quarterly unless you have an electronic transaction or a combined statement. For interest-bearing accounts, additional interest (if earned) is credited at the end of each month for savings accounts and on regular statement cycle dates for checking accounts.

⚠ Combined Statements

If you have multiple deposit accounts (e.g., checking, savings, CDs) that are combined into one monthly statement, you will need to actively enroll and consent to receive Combined Statements at United post-transition. To enroll please visit any United office or call **United Customer Care at 800.327.9862**. You will receive a separate statement for loan accounts.

⚠ eStatements

You must re-enroll in eStatements if you had previously enrolled and consented to receive eStatements for your deposit and loan accounts with Piedmont Bank. Your enrollment will not automatically continue with United. To enroll in eStatements, simply sign in to United Online Banking post-transition, click on the **Accounts** tab, then select **Statements & Documents** and click on the **Delivery Settings** tab. You will then have the ability to specify the statement delivery method for each of your accounts, agree to the Terms & Conditions, and click **Submit**. You may modify your selections for all accounts anytime through your online banking account.

Please note: If any of your Piedmont Bank enrolled eStatement accounts are closed, those eStatements will not be available within United Online Banking. We recommend you either print or save your Piedmont Bank eStatements prior to transition weekend.

Twenty-four months of your Piedmont Bank eStatement history for your deposit and loan accounts will be available online. There may be up to a two-month delay in viewing your most recent eStatements. If you need to access a statement before eStatements are available within United Online Banking, please visit any United office or call **United Customer Care at 800.327.9862**.

New Deposit Statement Features Sample

Balance Summary Section

Here, at a glance, are the highlights of your accounts, including: account number, balance summary, beginning and ending balance, and a quick read of the total debits and credits.

Checks Section

This section sequentially lists the checks that cleared the account during the statement period.

Debits & Credits Section

The debits and credits for the account are listed in separate sections in chronological order.

Overdraft/Return Item Fees Section

This section summarizes the fees charged to the account related to overdrafts and returned items for the statement period and the year.

UNITED BANK
Bank of Processing Center
P.O. Box 392
Charleston, WV 25322-0392

Account Number: XXXXXX0000
Statement Date: 03/31/2025
Page: 1 of 4

Customer Care Information

Customer Name: [Redacted]
Customer Address Line 1: [Redacted]
Customer Address Line 2: [Redacted]

Phone: 800.327.9862
Mailing Address: P.O. Box 392, Charleston, WV 25322-0392
Web Us Online: BankWithUnited.com

BANK ACCOUNT Account Number: 0000000000

Balance Summary

Beginning Balance as of 03/22/25	\$0.00
+ Deposits and Credits (1)	\$27,820.56
- Checks Posted (0)	\$0.00
- Withdrawals and Debits (1)	\$27,820.56
Ending Balance as of 03/31/25	\$0.00
Number of Days in Statement Period	31
Low Balance	\$0.00
Average Balance	\$0.00

Debits

Date	Description	Withdrawals
Mar 10	AUTOMATIC LN PAYMT 10 0001013123456 AUTODEBIT INT PMT	\$27,820.56

Credits

Date	Description	Deposits
Mar 10	AUTOMATIC TRANSFER TRANSFER FROM ACBS LOAN ACCOUNT XXXXXX0000	\$27,820.56

Balance By Date

Date	Balance	Date	Balance
Mar 22	\$0.00	Mar 19	\$0.00


Overdraft/Return Item Fees

Fee Type	Total For This Period	Total Year-To-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

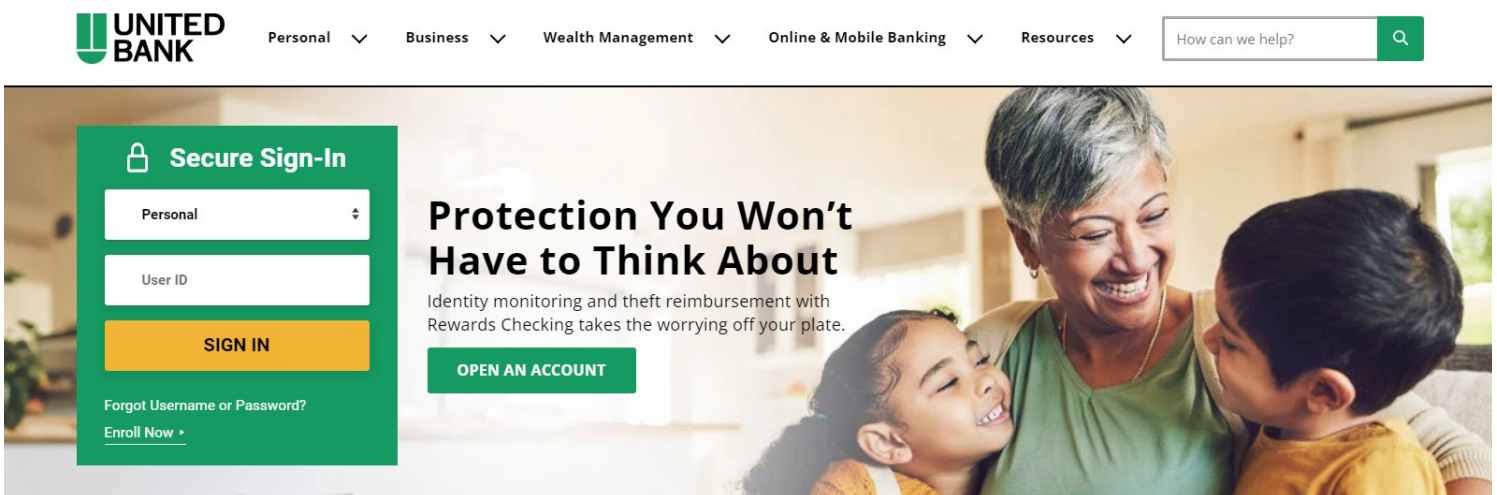
PERSONAL ONLINE AND MOBILE BANKING

Personal Online Banking

Access to Piedmont Bank Online Banking will be disabled on the Friday of transition weekend. United Online and Mobile Banking will be available on the Monday post-transition. If you are currently an active Piedmont Bank Online Banking user, your accounts will automatically convert to United Online Banking. While some of the associated features will also automatically convert from Piedmont Bank to United, you will have to re-establish others within United Online Banking on or after the Monday post-transition. See page 9 for details.

 **Prior to the Friday of transition weekend, please be sure to confirm that Piedmont Bank has your up-to-date phone number. You may do so by contacting your local Piedmont Bank office. United uses a one-time security code via phone call or text message to verify users when logging in to United Online Banking. The code can only be sent to the phone number associated with the account.**


For additional details, please see the enclosed transition timeline and visit BankWithUnited.com/Piedmont.



HOW TO ACCESS UNITED PERSONAL ONLINE BANKING

1. Beginning the Monday post-transition, visit the United website at BankWithUnited.com.
2. Using the secure sign-in box, enter your **User ID**, with **Personal** selected from the dropdown menu. Your User ID will be the same as your Piedmont Bank Online Banking User ID.
3. Click **Sign In**.
4. You will be prompted to receive a security code via phone call or text message. **Your phone number must be associated with your account in order to be used for the security code.**
5. Enter your security code.
6. Enter your **temporary password, which is the last six digits of your Social Security number.** (Small Business customers: See page 11 for login details.)
Please note: This temporary password will expire 30 days post-transition.
7. You will automatically be redirected to the Reset Password page. Follow the prompts to create and submit your new password. Password requirements must be met.
8. Use the **eSign Prompt** to accept the Terms and Conditions. Once logged in, you will be routed to the Accounts Page.

United Customer Care offers 24/7 support for personal online banking customers, effective the Monday post-transition.

 In order to use United Mobile Banking, **you must first sign in** through United Online Banking at BankWithUnited.com **prior to** downloading and using the **Bank With United** mobile banking app. See page 10 for details.



Bank With United mobile app is available for download on the App Store & Google™ Play and is **Free** with your United checking or savings account.

Online Banking Features: Personal and Small Business

The Following Online Banking Features WILL AUTOMATICALLY CONVERT from Piedmont Bank to United

Accounts	You will be able to see all existing deposit and loan accounts in United Online and Mobile applications.
Deposit Account History	Deposit account history from January 1, 2025, will be available depending on account type. Account history will be available beginning on the Tuesday post-transition. We recommend that you print and/or save your Piedmont Bank transaction history prior to transition weekend.
Alerts	Certain security alerts are mandatory in United Online Banking and will be enabled on the Monday post-transition. Mandatory alerts cannot be deleted. For additional details, please visit BankWithUnited.com/Piedmont .
Bill Pay	Most payees and scheduled payments are expected to convert. Please verify the accuracy of all scheduled bill payments, payees, and payee addresses in United Online Banking post-transition. Please note: United bill payment processing platform and schedule is different than Piedmont Bank's. Please see Bill Pay on page 10 for more details.

The Following Online Banking Features WILL NOT Automatically Convert from Piedmont Bank to United

Funds Transfers	Scheduled and recurring funds transfers, both internal and external, will NOT convert. You MUST re-establish any funds transfers on or after the Monday post-transition. To set up your funds transfers, use United Online Banking, visit your local United office, or call United Customer Care at 800.327.9862 . Please see Funds Transfers on page 10 for more details. Please note: If you currently utilize an overdraft sweep, this service will automatically continue with United.
Loan Account History	Your loan accounts will appear in Online and Mobile Banking, however, your loan history will NOT convert. To obtain a copy of your loan history, please visit your local United office or call United Customer Care at 800.327.9862 .
Loan eStatements	You will need to actively enroll in eStatements for loan accounts at United post-transition in order to see your loan account statements online. There may be up to a two-month delay in viewing your most recent eStatements. If you need to access a statement before eStatements are available within United Online Banking, please visit any United office or call United Customer Care at 800.327.9862 .
Deposit Account eStatements	Online Banking customers will need to enroll and consent to receive eStatements within United's Online Banking post-transition to see statements online. Twenty-four months of your Piedmont Bank eStatement history will be available online. There may be up to a two-month delay in viewing your most recent eStatements. See page 7 for more details. eStatements for closed accounts will NOT be available at United, so we recommend that you print and/or save your Piedmont Bank eStatements prior to transition weekend.
Account Nicknames	Please re-establish any account nicknames on or after the Monday post-transition.
Alerts	Customized alerts will NOT convert. Sign in to United Online Banking to set up alert preferences. For additional details, please visit BankWithUnited.com/Piedmont .
E-Bills	E-Bills will NOT convert to United. An E-Bill is an electronic version of your bill (such as a utility bill), sent directly to your Piedmont Bank Bill Pay account, that you can view and pay immediately.
Person-to-Person Payments	United offers person-to-person transfers through <i>Zelle</i> ®. If you are currently using Piedmont Bank's <i>Zelle</i> platform, you must re-enroll for <i>Zelle</i> within the Bank With United mobile banking app post-transition weekend.
Quicken and QuickBooks	Instructions to convert your account information to United within Quicken and QuickBooks are available at BankWithUnited.com/Piedmont .

Personal Mobile Banking

Access to Piedmont Bank Mobile Banking will be disabled on the Friday of transition weekend. United Mobile Banking will be available on the Monday post-transition.



MOBILE BANKING USERS

In order to use United Mobile Banking, you will need to **first** sign in through United Online Banking at **BankWithUnited.com** prior to downloading and using the **Bank With United** mobile banking app. See page 8 for Online Banking instructions.



Bank With United mobile app is available for download on the App Store & Google™ Play and is **free** with your United checking or savings account.



Text Banking is available by enrolling your mobile device in the Mobile Banking Center within United Online Banking.

Mobile Deposit

Safely and securely deposit checks through the **Bank With United** mobile banking app.

- Deposit limits available to you will be displayed within the **Bank With United** mobile banking app.
- Mobile deposits made before 6:00 p.m. EST will typically be available the following business day.



Funds Transfers

If you currently have scheduled or recurring transfers established with Piedmont Bank:

- **Scheduled and recurring funds transfers, both internal and external, will NOT convert.**
- Beginning on or after the Monday post-transition, you **MUST** re-establish all internal and external transfers through United Online Banking, or by calling or visiting your local United branch.
- Please note that any established transfer(s) will not be delivered on time unless all scheduled and recurring transfer(s) are re-established post-transition.
- If you need assistance establishing new transfer(s) within Online Banking, we recommend that you contact your local branch or call **United Customer Care at 800.327.9862** post-transition.

If you currently utilize an overdraft sweep with Piedmont Bank, this service will automatically continue as described under United's Overdraft Transfer service. See page 14 for more details.



Bill Pay

Most payees and scheduled payments are expected to convert. Please verify the accuracy of all scheduled bill payments, payees, and payee addresses. United Bill Pay feature can be found in Online Banking under the **Move Money** tab and within the **Bank With United** mobile banking app. You may make bill payments via an electronic or paper check to participating merchants. For scheduled bill payments, you must have sufficient funds in your account on the date that the payment is scheduled to be sent, or the bill payment may be delayed or canceled.

- **For electronic bill payments, the funds will be deducted from your account the day the electronic bill payment is sent.** If you do not have enough money in your account on the date your payment is scheduled to be sent, your payment will be canceled rather than your account being issued a fee for insufficient funds. You will be notified by email if your payment is canceled or delayed so you can take the appropriate action to pay the bill.
- **For paper check bill payments, funds will be deducted from your account when the check is scheduled to be sent, at which point United will send a substitute check on your behalf.** The funds are verified before the check is sent. If funds are not available, the payment will be canceled rather than your account being issued a fee for insufficient funds. You will be alerted if your payment is not processed due to insufficient funds so you can take the appropriate action to pay the bill.

Bill Pay Limits

United Bill Pay has a transaction limit of \$9,999.99 and a daily limit of \$20,000.00.

SMALL BUSINESS ONLINE AND MOBILE BANKING

Small Business Online Banking

If your business did not receive a letter with a Company ID, your business online banking account will be accessed through United's Small Business Online Banking.

Access to Piedmont Bank Online Banking will be disabled on the Friday of transition weekend. United Online and Mobile Banking will be available on the Monday post-transition. If you currently use Piedmont Bank Online Banking, your accounts will automatically convert to United Online Banking. While some of the associated features will also automatically convert from Piedmont Bank to United, you will have to reestablish others within United Online Banking on or after the Monday post-transition. See page 9 for details.



Prior to the Friday of transition weekend, please be sure to confirm that Piedmont Bank has your up-to-date phone number. You may do so by contacting your local Piedmont Bank office. United uses a one-time security code via phone call or text message to verify users when logging in to United Online Banking. The code can only be sent to the phone number associated with the account.

For additional details, please see the enclosed transition timeline and visit BankWithUnited.com/Piedmont.

HOW TO ACCESS UNITED SMALL BUSINESS ONLINE BANKING

1. Beginning the Monday post-transition, visit the United website at BankWithUnited.com.
2. Using the secure sign-in box, enter your **User ID**, with **Small Business** selected from the dropdown menu. Your User ID will be the same as your Piedmont Bank Online Banking User ID.
3. Click **Sign In**.
4. You will be prompted to receive a security code via phone call or text message. **Your phone number must be associated with your account in order to be used for the security code.**
5. Enter your security code.
6. Enter your **temporary password, which is the last six digits of your Tax ID (or Social Security number for sole proprietors)**. **Please note:** This temporary password will expire 30 days post-transition.
7. You will automatically be redirected to the Reset Password page. Follow the prompts to create and submit your new password. Password requirements must be met.
8. Use the **eSign Prompt** to accept the Terms and Conditions. Once logged in, you will be routed to the Accounts Page.

If you do not see your phone number listed, then you have either mistyped your User ID or your phone number is not associated with your account.

5. Enter your security code.

Mobile Banking for Small Business Users

If you sign in to United **Small Business** Online Banking, you will need to download the **Bank With United** mobile banking app to access your accounts via mobile device. (Please do not download the **Bank With United Business** mobile banking app for Small Business use.) Piedmont Bank Mobile Banking will be disabled on the Friday of transition weekend. United Mobile Banking will be available on the Monday post-transition.



Getting Started

To use United Mobile Banking, you will **first** need to sign in to your United **Small Business** Online Banking account at BankWithUnited.com on or after the Monday post-transition.



Bank With United mobile banking app is available for download on the App Store & Google™ Play and is **free** with your United checking or savings account.

BUSINESS ONLINE AND MOBILE BANKING

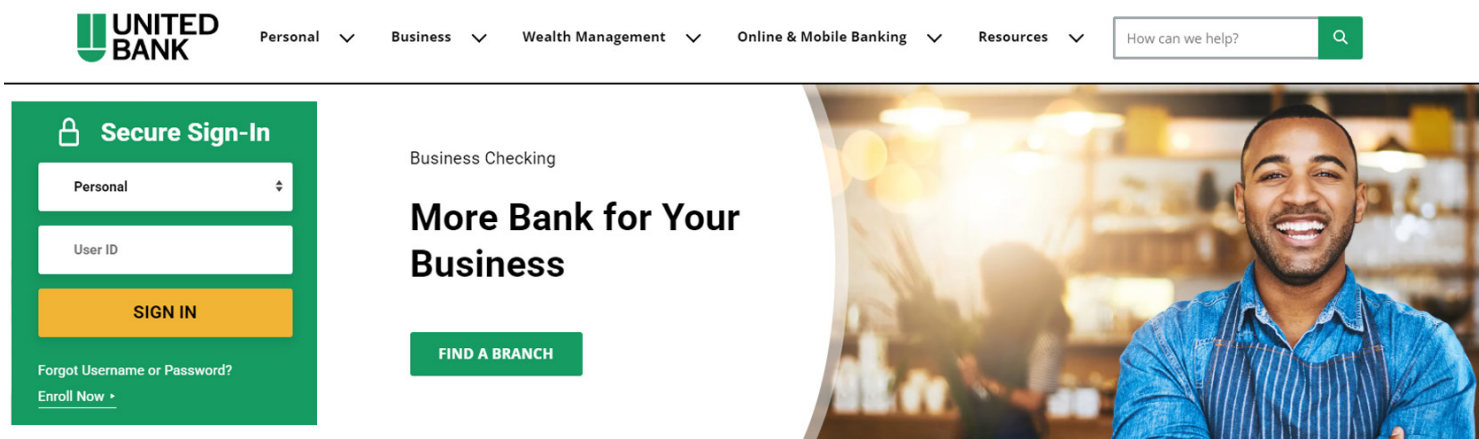
Piedmont Bank Business Online Banking service will be disabled on the Friday of transition weekend. Business Online Banking will automatically convert to **United Business Edge** on the Monday post-transition. Administrators will receive a separate mailing with detailed information on **United Business Edge**. Additionally, United will host a series of webinars to help make this transition easy for you. Additional information regarding webinar dates and times will be provided via mail and email.

We believe you will find **Business Edge** to be an excellent tool in managing your company's finances. Some features include:

- Images of checks, deposit tickets, and deposited items
- Numerous informational, transactional, and anti-fraud alerts
- Integrated Positive Pay and ACH Positive Pay (optional services)
- Up to 84 months of account transaction history (Piedmont Bank transaction history from January 1, 2025 will convert to Business Edge.) United recommends that you print/save Piedmont Bank transaction history prior to conversion.
- Electronic delivery of reports including EDI, ACH returns, and other notices

⚠️ Preview Period

Business Edge will be available for preview prior to the transition. The preview period will not contain account balances and transaction history. However, it will allow you to preview the system and make changes to user entitlements and funds transfer templates, including ACH and wire templates. Letters that provide more details will be mailed to your Administrator. Please refer to the enclosed transition timeline for the dates of the preview period.



HOW TO ACCESS UNITED BUSINESS EDGE

1. Beginning on the Monday post-transition, visit the United website at **BankWithUnited.com**.
2. Choose **Business** from the secure sign-in box.
3. Enter your **Company ID**. A seven-digit Company ID number, which is required at login, will be mailed to Administrators separately.
4. Click **Sign In**.
5. Enter your **temporary password**. The temporary password for your first login will be "United1" plus the first three letters of your User ID.
6. Once logged in, you will be routed to the **Business Edge** welcome page, where you will see the same account information as you did with Piedmont Bank.

Enter your **User ID**, which is the same as your current Piedmont Bank Online Banking User ID; however, the User ID for **United Business Edge** is alphanumeric only and will exclude spaces and special characters such as commas and underscores. If your User ID currently contains spaces and/or special characters, these will be removed.

USER GUIDES: A *Getting Started* reference guide for **Business Edge** can be found at **BankWithUnited.com/BeB-QRG**. There, you will also have access to an *Administration Reference Guide* to assist you with adding, modifying, and deleting users and their access to your company's accounts. Other helpful reference guides for commonly used features can also be found there.

Mobile Banking for Business Users

Managing your business funds while on the go has never been easier. For your convenience, United offers a business mobile app, **Bank With United Business**.

- Funds Transfers
- Balance & Transaction Inquiry
- Bill Pay with Payee Management
- Mobile Deposit *
- Check-Image Viewing
- Wire, ACH and Positive Pay Approvals †



Bank With United Business is available for download on the App Store and Google™ Play and is **free** with your United business checking or savings account.

* \$5,000 daily deposit limit; \$15,000 multi-day deposit limit (multi-day is a 10-business day span); 10 item daily deposit limit; 15 item multi-day limit (multi-day is a 10-business day span).
† Wire, ACH and Positive Pay approvals not available in tablet version app.

⚠️ REMOTE DEPOSIT

Piedmont Bank Remote Deposit will become United Remote Deposit Capture on the Monday post-transition. United will convert Piedmont Bank Remote Deposit customers to an improved Remote Deposit Service.

A separate mailing will be sent in the coming days containing detailed information. If you have any questions, please contact United Treasury Management Operations at 800.615.0112, option 2.

OTHER BUSINESS SERVICES

- Your merchant processing and third-party payroll processing will not change.
- All sweep account relationships, including zero balance accounts (ZBAs), will remain the same with no changes in fees.

AUTOMATIC DEPOSITS AND PAYMENTS (ACH)

Any direct deposits or automatic payments on your current account will continue automatically. No action is needed on your part. When establishing a new direct deposit or automatic payment after the transition, please use the **United routing number: 056004445**.

VISA® DEBIT CARDS (PERSONAL & BUSINESS)

You may continue to use your Piedmont Bank Visa Debit Card, as these will automatically convert to the United system. PIN numbers will remain the same. All Piedmont Bank cardholders will receive a newly-issued United Visa Debit Card in the mail in the months following the conversion. Additional information will be provided at a later time.

Beginning the Monday post-transition, all standard debit card limits will be \$3,000 for point-of-sale transactions and \$1,025 for ATM transactions. The standard daily limit of transactions will be 25. If your account has higher limits previously-established with Piedmont Bank, they will remain unchanged with United.

Debit Card Fraud Monitoring will automatically continue with United to alert you of suspicious activity. There is no action required on your part.

Instant issuance of debit cards will no longer be available in offices after the conversion date. Beginning Monday post-transition, you may call 800.327.9862 if a replacement card is needed.

If you have any issues regarding your United Debit Card, please contact United Customer Care at 800.327.9862.



CURRENT PIEDMONT BANK CREDIT CARDHOLDERS

United will not hold or service credit cards that were previously offered through Piedmont Bank. Customers will be unable to make credit card payments or inquire about these accounts at United. If assistance is needed, you must contact ServisFirst Cardmember Service using the phone number on the back of your card. ServisFirst Cardmember Service can also be reached directly at 888.999.3340.

Please note: Post-conversion, Piedmont Bank credit card payments will not be accepted at United office locations.

UNITED VISA® CREDIT CARDS

United Visa Credit Cards offer both convenience and flexibility for personal and business needs.

For information about our credit card products and solutions, please contact or visit your local branch to apply. Credit approval is required. Additional information can be found on BankWithUnited.com.

⚠️ OVERDRAFT SERVICES

If you are **currently opted-in** for Piedmont Bank to pay overdrafts for ATM or everyday one-time debit card transactions with your existing account, United will continue to honor your request. **You may opt-out of this service at any time.** Please contact your local branch if you have any questions or want to opt-out of this service.

United offers three optional overdraft options to ensure your transactions are covered.

- **OVERDRAFT TRANSFER:** With this option, available funds are automatically transferred from another of your United deposit accounts, if funds are available in that account, to cover the transaction. United does not charge a fee. If you currently utilize this service with Piedmont Bank, it will automatically continue with United.
- **OVERDRAFT LINE-OF-CREDIT:** This option offers a line-of-credit to pay transactions that would otherwise overdraw your account. This is a loan product subject to credit approval. If you currently utilize this service with Piedmont Bank, it will automatically continue with United.
- **OVERDRAFT PROTECTION:** This is a courtesy service that is established by United based upon your account history that you may **request to opt-in to** at any time on or after the Monday post-transition. Overdrafts are paid at United's discretion, which means United does not guarantee transactions are paid. This service will not cover the payment of overdrafts created by ATM and everyday one-time debit card transactions unless you have also **opted-in** to allow United to do so. Overdrafts paid under this option are subject to standard United overdraft fees.

If you would like to take advantage of **United's overdraft options**, or have more questions, please contact your local branch. For complete details regarding each of the overdraft services listed, please review both the **Terms and Conditions** of your account and the **Fee Schedules** enclosed in this guide.

⚠️ WIRE TRANSFERS

You will continue to receive your incoming wires via Piedmont Bank's routing number for 180-days post-transition. **However, please notify the originator of your payments to begin using United's routing number as soon as possible after transition weekend: 056004445.**

- All USD outgoing wire requests received by 4:30 p.m. EST will be processed the same business day. Requests received after that time will be processed the next business day. Outgoing USD wire requests received via **United Business Edge** will be processed until 5:00 p.m. EST.
- All outgoing wire transfers will require the full beneficiary address of any individual or business listed on the transaction.
- Wire Agreement customers not originating through Online Banking will be required to sign a new United agreement and will receive new wire PINs.
- Wire Agreement customers not originating through Online Banking will be directed to the Wire Department to process their wires once they have completed the new agreement.
- Outgoing international wires will require the beneficiary bank's name, address and proper bank identifier code (Swift, BLZ, Sort Code, BIC, etc.), as well as the purpose of the wire.

! FUND TRANSFERS

- Scheduled and recurring funds transfers, both internal and external, will NOT convert. Please see Funds Transfers on page 10 for details.
- Re-establish scheduled and recurring funds transfers in United Online Banking, by visiting your local branch, or calling **United Customer Care at 800.327.9862.**

! CHECKS AND DEPOSIT TICKETS

Piedmont Bank personalized checks and deposits may continue to be used after the transition unless you have received a letter stating otherwise. Your Piedmont Bank account information will convert to United when you place your first check order with our preferred provider, Deluxe.

Please note the following United routing numbers utilized by check or deposit types:

- **Personal checks:** 056004445; **Personal deposits:** 5111-4445
- **Business checks:** 056004445; **Business deposits:** 5112-4445
- **Savings withdrawals:** 5126-4445; **Savings deposits:** 5121-4445

If your checks and deposits were ordered from a vendor other than through Piedmont Bank in the past, your deposit tickets may not have been printed with an alternate routing number and might not process correctly. Therefore, if a new check and deposit package is required, call your local branch to place your order before **September 30, 2025**, and you will receive a one-time offer for a **50% discount** on any personal one-on-a-page check package for each personal account.

TELEPHONE BANKING

You will continue to have access to Piedmont Bank's Telephone Banking through transition weekend by calling 855.835.6822.

Please note: Piedmont Bank's Telephone Banking will be operating in inquiry-only mode after 5:00 p.m. the Friday of transition weekend and will only include balance and transaction history through the end of the prior business day. Debit Card transactions will not be included beginning the Thursday of transition weekend.

Telebanc, United's Telephone Banking System, will be available to you on the Monday post-transition at 8:00 a.m. With Telebanc, you may establish telephone banking access, obtain account balance information, activate your Visa Debit Card, and transfer funds between accounts.

Getting Started

1. To activate your United Telebanc account, call 877.334.4646.
2. For added security, you will enter your **Account Number** rather than your Social Security number to access your information.
3. The first time you call, enter the last four digits of the primary account holder's Social Security number as your PIN.
4. You will be prompted to choose a new PIN. Joint account holders will need to share the same PIN for access to Telebanc.

Telebanc requires individual account numbers to access each account's information, rather than one master number to access all of your accounts.

BUSINESS DAY

Transactions (deposits, checks, loan payments, etc.) made at an office through the end of the business day will post the same day, during nightly processing. For determining the availability of your deposits, every day is a business day except Saturday, Sunday, and federal holidays. If you make a transaction before the end of a business day, that will be considered the date of the transaction. However, if you make a transaction after the end of a business day or on a day we are closed, that transaction will be posted the next business day.

FUNDS AVAILABILITY

All cash deposited in an office will be made available immediately; all other transactions will be processed during nightly processing and made available on the next business day. Please refer to our complete Funds Availability Policy on page 32 for more details.

TRANSACTION POSTING ORDER

Piedmont Bank and United have different transaction posting sequences. With United, check transactions are posted first (starting with checks with no number from lowest to highest dollar amount, then by check number sequence), followed by other types of transactions (example: ATM transactions, POS Debit Card transactions, ACH, transfers, etc.). See Terms and Conditions for additional information.



Member **FDIC** FDIC INSURANCE

Any Certificate of Deposit (CD) you have at Piedmont Bank will be separately insured until the earliest maturity date. CDs that mature during the six months following the transition and are renewed for the same term and in the same dollar amount (either with or without accrued interest) continue to be separately insured until the new maturity date. If a

CD matures during the six-month grace period and is renewed on any other basis, it would be separately insured only until the end of the six-month grace period. Stop by your local United office on or before the end of the six-month timeframe to review your options.

For more information on FDIC insurance, please call 877.ASK.FDIC.

CERTIFICATES OF DEPOSIT

Changes in your account terms will be effective when your CD renews as a United account.

Interest will accrue on a 365/365 or 366/366 simple interest basis:

- For CD terms less than three months, interest will now be compounded and credited at maturity.
- For CD terms three months or more, interest will now be compounded quarterly and will be credited to your account quarterly.

Your new early withdrawal penalty will be equal to:

- If the Term is equal to or less than 3 months - the greater of all interest earned on the amount withdrawn or 7 days of interest.
- If the Term is greater than 3 months but less than or equal to 1 year - 3 Months of interest on the amount withdrawn.
- If the Term is greater than 1 year but less than or equal to 2 years - 6 Months of interest on the amount withdrawn.
- If the Term is greater than 2 years - 12 Months of interest on the amount withdrawn.

If your account is automatically renewable, after or at maturity your certificate will renew as a United account at the standard rate of interest with the term closest to, but not exceeding, the term of your certificate. You will have a grace period of 10 calendar days, beginning with the maturity date, to withdraw the funds in the account without being charged an early withdrawal penalty. For Special CD products, after or at maturity, your certificate will renew as a United account at the standard rate of interest being paid on regular certificates with the term closest to but not exceeding the term of your certificate. For published No-Penalty CD products, after or at maturity, your certificate will renew as a United No-Penalty account at the standard rate of interest with a term closest to the term of your certificate. Your account will not retain any special features. Your account will become a regular add-on CD, compounding and crediting interest quarterly.

IRA state tax withholding and remittance: We cannot withhold and remit state taxes from your IRA distribution(s). No state taxes will be withheld and remitted.

IRA transfers or closing fees (United IRA account to an account outside of United) may be assessed against your account in accordance with the fee schedule in effect at the time of account transfer or closing. Early withdrawal penalties may also apply. Fee schedules are available at United offices.

Retirement statements will be produced automatically at year-end only. If a retirement statement is required prior to the year-end statement, please contact your local United office.

United produces a maturity notice for each CD before the CD's maturity date. This is the only maturity notice United provides. A post-maturity date notice is not produced. The interest rate and annual percentage yield have not been determined at the time of the notice production. On or after the CD maturity date, you may visit your local United office, or you may call **United Customer Care at 800.327.9862** to obtain the new terms of the CD.

Single maturity and non-renewable CDs will not accrue or pay interest after or at the account's maturity date. A new CD must be purchased for deposited funds to be eligible for interest accrual and payment of interest.

If your account has the bump-up, step-up, variable rate, no-penalty, relationship or club feature, or allows you to make deposits to the account during the term of the certificate or any other special feature(s), the feature(s) will no longer be available upon renewal.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICE® (CDARS)

If you have a CDARS account through Piedmont Bank, you will receive a maturity notice stating your account's maturity date. When you request your account to be renewed, you will receive a notice detailing where your funds are deposited. For additional information regarding CDARS statements or products offered, call or visit your local office.

! LOANS

Piedmont Bank loan account numbers will remain the same, unless you are directly notified. However, all accounts will be assigned a note number associated with the account. Installment, mortgage, and commercial loans will have a note number of **02025**, and personal, overdraft and home equity lines of credit (HELOC) will have a note number of **00001**. The note number will need to be included for payments made through online banking bill pay.

Personal lines of credit and HELOCs can continue to use Piedmont Bank line of credit checks to access their funds.

Post-transition, personal and overdraft line of credit and HELOC payment due dates will fluctuate (within 4 days), but will never be scheduled before your current due date.

Personal and overdraft lines of credit and HELOCs that are 30-days past due will be frozen until they are brought current.

Loan Payments

Online payments are a quick and easy way to manage your money. You can schedule a one-time transfer or set up recurring transfers online from your United checking account, which you can modify at any time.

You may also make loan payments at any United office, or, if you prefer to mail your loan payments, use the following address beginning on the Monday post-transition: **United Bank Loan Processing Center, PO Box 2373, Charleston, WV 25328-2373.**

! **Any recurring loan payments you have established will be discontinued.** To re-establish these payments, please call or visit your local branch, or contact United Customer Care to obtain the form needed to have this set up on or after the Monday post-transition.

External bill pays (payments from another financial institution outside of United) will need to be formatted with the 5-digit note number followed by a 0 and then the 11-digit account number. If your note or account number is not long enough, pre-fill it with zeros (0). **Example: if your note number is 02025 and your account number is 1234567, then the format should be 02025000001234567.**

Loan Statements

If you have overdraft protection and/or HELOC accounts that have combined statements with a checking account(s), you will now receive a separate statement for your loan and checking accounts.

If you currently have a coupon book for your Piedmont Bank loan, you will now receive a loan statement from United. You can continue to use your Piedmont Bank coupons until you receive the first United Loan Statement.

For accounts set up with duplicate statements, United Bank will only provide the loan statement to the alternate address. Other notices such as for ARM disclosures, NSF notices, paid-off notices, and past-due notices will not be sent to the alternate address.

eStatements for loans will be available to you as a United customer. To enroll in eStatements, simply sign in to United Online Banking post-transition, click on the **Accounts** tab, then select **Statements & Documents** and click on the **Delivery Settings** tab. You will then have the ability to specify the statement delivery method for each of your accounts, agree to the Terms & Conditions, and click **Submit**. There may be up to a two-month delay in viewing your most recent loan eStatements. If you need to access a statement before loan eStatements are available within United Online Banking, please visit any United office or call **United Customer Care at 800.327.9862.**



Additional Loan Information

United uses a third-party vendor for the ongoing tracking of hazard and flood insurance coverage, when required as part of your loan terms. Any correspondence from this vendor will be addressed from: **United Bank ISAOA/ATIMA, P.O. Box 8428, Reston, VA 20195.**

You must provide all qualified written requests, notifications of error, or requests for general information regarding your consumer loan in writing to: **Error Resolution Department, United Bank, PO Box 670, Ripley, WV 25271, Fax: 304.373.2540.**

If you are disputing a transaction on your loan statement, please describe the error and why you believe that it is an error. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.

To receive your complete consumer loan payoff, you may log into United Online Banking or call your local office. To view estimated payoff online, select **Account Detail** for the loan account, then **Show Account Summary**. When calling, please have your account number or Social Security number available. Amounts listed on bill statements should not be used for an accurate payoff amount.

MORTGAGE LOANS

Notice of Servicing Address Change

The servicing of your mortgage loan was transferred, effective January 10, 2025. If you have a mortgage loan being serviced with us, you were notified of this transfer under separate cover.

United Bankshares is currently collecting your payments.

 **On the Monday post-transition, the business address that is used to make payments will change to: United Bank Loan Processing Center, PO Box 2373, Charleston, WV 25328. Please send all payments due on or after this date to this address.**

If you have any questions about your mortgage loan or this transfer, please use the contact information below:

CURRENT ADDRESS

United Bankshares
770.246.0011
5100 Peachtree Parkway
Peachtree Corners, GA 20092

NEW ADDRESS

United Bank
United Bank Loan Processing Center
800.327.9862
PO Box 2373
Charleston, WV 25328

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer on or before its due date may not be treated by the new servicer as late and a late fee may not be imposed on you.

Partial Payments

For mortgage loans, not including Home Equity Lines of Credit, if you pay less than the full amount of your periodic payment, United will apply the amount to the current bill if due and any remainder to the balance of the loan. If your loan is later sold by United, the new lender may have a different policy.

LOCATIONS AND HOURS, POST-TRANSITION

Avalon

470.615.6320

2775 Old Milton Parkway, Suite 100
Alpharetta, GA 30009

Lobby Hours: M-F 9-4

Blue Ridge

706.946.2265

111 Collins Avenue
Blue Ridge, GA 30513

Lobby Hours: M-Th 9-4; F 9-5

Drive-up Hours: M-Th 8:30-4; F 8:30-5

Brookhaven

770.351.6303

5070 Peachtree Blvd., Suite B110
Chamblee, GA 30341

Lobby Hours: M-F 9-4

Cleveland

706.348.6822

136 North Main Street
Cleveland, GA 30528

Lobby Hours: M-Th 8:55-4:05; F 8:55-5:05

Drive-up Hours: M-Th 8:25-5:05;
F 8:25-5:35; S 8:25-12:05

Duluth

678.534.2145

3112 Main Street, Suite 100
Duluth, GA 30096

Lobby Hours: M-F 9-4

Dunwoody

770.351.6303

1725 Mount Vernon Road
Dunwoody, GA 30338

Lobby Hours: M-F 9-4

Drive-up Hours: M-F 9-4

Forsyth

770.886.6339

1045 Peachtree Parkway
Cumming, GA 30041

Lobby Hours: M-F 9-4

Drive-up Hours: M-F 9-4

Gainesville GA

470.824.3001

995 Riverside Drive
Gainesville, GA 30501

Lobby Hours: M-F 9-4

Drive-up Hours: M-Th 9-4; F 9-5

Hiram

770.445.1855

56 Hiram Drive
Hiram, GA 30141

Lobby Hours: M-F 9-5

Drive-up Hours: M-F 8:30-5

Jefferson

706.387.7416

1420 Winder Highway
Jefferson, GA 30549

Lobby Hours: M-Th 9-4; F 9-5

Drive-up Hours: M-Th 8:30-5; F 8:30-5:30

Kennesaw

470.622.5070

2243 Lewis Street
Kennesaw, GA 30144

Lobby Hours: M-F 9-4

Lawrenceville

678.736.6250

185 Gwinnett Drive
Lawrenceville, GA 30046

Lobby Hours: M-F 9-4

Drive-up Hours: M-F 9-4

Mableton

678.223.7200

4901 Floyd Road
Mableton, GA 30126

Lobby Hours: M-F 9-4

Drive-up Hours: M-F 9-5

North Hall

770.983.2201

5140 Cleveland Highway
Gainesville, GA 30506

Lobby Hours: M-F 9-4

Drive-up Hours: M-Th 9-4; F 9-5

Old Peachtree

678.638.4000

1035 Old Peachtree Road NW
Lawrenceville, GA 30043

Lobby Hours: M-F 9-4

Drive-up Hours: M-F 9-4

Peachtree Corners

770.246.0011

5100 Peachtree Parkway
Peachtree Corners, GA 30092

Lobby Hours: M-F 9-4

Drive-up Hours: M-F 9-4

PERSONAL FEE SCHEDULE

Checking Accounts

United Free Checking

Minimum deposit to open	\$50
Minimum balance	\$0
Monthly maintenance fee	\$0

Essential Checking

Minimum deposit to open	\$25
Minimum balance	\$0
No checks are allowed with this account.	
Monthly maintenance fee	
If 25 years of age or under*	\$0
If 26 years of age or over	\$7

* Once the primary account holder reaches the age of 26, account is subject to Monthly Maintenance fee.

Platinum Checking

Minimum deposit to open	\$50
Minimum balance	\$2,500
Monthly maintenance fee if balance falls below required minimum	\$10

United Rewards Checking

Email Address is required for this account.

Minimum deposit to open	\$50
Minimum balance	\$0
Monthly maintenance fee	\$10
Or 15 qualifying debit card purchases	\$0
Or \$500 monthly direct deposit	\$0

Veterans Checking

Minimum deposit to open	\$50
Minimum balance	\$0
Monthly maintenance fee	\$0
Debit Card Transactions	FREE*
*Third party fees will apply.	
Any style wallet or duplicate checks	FREE
Official Checks	FREE
Any size Safe Deposit Box	50% OFF

Money Market Accounts

Money Market Investment

Minimum deposit to open	\$1,000
Minimum balance:	
\$1,000 daily ledger balance OR	
\$2,000 average monthly balance	
Monthly maintenance fee if balance falls below required minimum	\$10

Super Money Market

Minimum deposit to open	\$15,000
Minimum balance	\$15,000
Monthly maintenance fee if balance falls below required minimum	\$10

Savings Accounts

Platinum Savings

Minimum deposit to open	\$50
Minimum balance	\$0
Monthly maintenance fee	FREE

Savings Accounts - Continues

Christmas Club Draft and Non- Draft

Minimum deposit to open	\$0
Minimum balance	\$0
Monthly maintenance fee	\$0

IRA Savings

Minimum deposit to open	\$50
Minimum balance	\$0
Monthly maintenance fee	\$0
IRAs are subject to limitations and/or penalties imposed by the IRS. See your IRA agreement or tax advisor for additional information.	

Health Savings Account (HSA)

Minimum deposit to open	\$50
Minimum balance	\$0
Monthly maintenance fee	\$0

HSAs are subject to limitations and/or penalties imposed by the IRS. See HSA agreement or tax advisor for additional information.

WV Jumpstart Savings

Minimum deposit to open	\$5
Minimum balance	\$0
Monthly maintenance fee	\$0
Debit Card Transactions	FREE*

*Third party fees will apply.

Other Fees & Services

Debit Cards / ATM Cards

ATM Transactions	FREE
Debit Card & ATM Card Purchases	
PIN-based purchase	FREE
Signature-based transaction	FREE
International Transactions:	
EFT Service Charge	Up to 2.5%
Replacement ATM/Debit Card	\$10

Overdrafts

Overdrafts fee (per item)	\$36
Maximum 3 Overdraft fees per day. If your account is overdrawn, you will not be charged if your ending account balance is overdrawn by \$50 or less.	

Online Banking & Bill Pay

Online Banking	FREE
Online Bill Pay	FREE
Expedited Bill Pay by check	\$20

Mobile Banking & Mobile Deposit

Mobile Banking	FREE
Mobile Deposit	FREE

Third party message and data rates may apply (fees your wireless carrier may charge you for data usage and text messaging services).

See the mobile banking terms and conditions in the United Bank Online Banking service agreement for more details.

Research Fees

First Research Request	FREE
Research of records (per hour)	\$25

Wire Transfers

Per wire charge plus any additional correspondent bank charges	
Incoming	\$15
Outgoing Domestic	\$25
Outgoing International	\$50
Wire Investigations	
Domestic	\$25
International	\$75

Collection Items

Bond coupon, per envelope charge	\$20
Bond redemption	\$75
US Savings Bonds redemption	FREE
Bond return items	\$35
Check collection	\$20
Foreign check/FRB draft collection	\$20
International check exchange	\$75

Dormant Account Fee (per month)

If account has no deposits or withdrawals and the customer has had no contact with the Bank about the account. This fee is assessed under applicable state law.

Checking and Money Market accounts after 12 months of no activities	\$10
Savings accounts after 12 months of no activities	\$5
WV Jumpstart Savings accounts after 3 years of no activities	\$0

Other Fees

Stop payment	\$36
Account charge-off fee	\$25
Counter Check (per item)	\$1
Official Check (Cashier's Check)	\$8
Levies, Liens	\$100
Garnishments, attachments	\$100
Loan or deposit verification letter	\$20
Medallion Signature Guarantee	\$3
Notary fee	\$2

United Bank reserves the right to amend the terms and conditions contained herein. Products/services may be available only in certain markets.

www.BankWithUnited.com
Member FDIC

BUSINESS FEE SCHEDULE

Checking Accounts

Free Business Checking

Minimum deposit to open.....	\$100
Minimum balance	\$0
Monthly maintenance fee.....	\$0
500 Monthly Transactions.....	FREE

Transactions are deposited items, checks paid, and deposit tickets. Transactions above 500 are \$0.25 each.

Non-Profit Business Checking

Minimum deposit to open.....	\$100
Minimum balance	\$0
Monthly maintenance fee.....	\$0

Business Checking Plus

Minimum deposit to open.....	\$1,000
Minimum balance requirements: \$1,000 daily ledger balance OR \$2,000 average monthly balance	
Monthly maintenance fee if balance falls below required minimum	\$10
250 Monthly Checks	FREE

Checks above 250 are \$0.50 each.

Analyzed Business Checking

Each month, you will receive an earnings credit calculated on your average collected balance less reserve requirements, and will be used to offset the following expenses:

Monthly maintenance fee.....	\$18
Per Item Fees:	
Debit	\$0.15
Credit	\$0.30
ACH Items	\$0.15
Deposited Items	\$0.11
Deposit assessment fee per \$100 average monthly ledger balance.....	\$0.0068
Negative collected balance charge	Prime+4%

Public Fund Checking

Minimum deposit to open	\$100
Minimum balance	\$0
Monthly maintenance fee	\$0

Checking Plus Non-Profit Checking Plus Public Funds

Minimum deposit to open	\$1,000
Minimum balance requirements: \$1,000 daily ledger balance OR \$2,000 average monthly ledger balance	
Monthly maintenance fee if balance falls below required minimum	\$10
250 Monthly Checks	FREE

Checks above 250 are \$0.50 each.
Dormancy Fee:
After 24 months of inactivity.....\$10

IOLTA Checking

MAHT Checking

Minimum deposit to open	\$100
Minimum balance	\$0
Monthly maintenance fee	\$0

No dormancy Fees related to this account

Money Market Accounts

Money Market Investment Account

Minimum deposit to open	\$1,000
Minimum balance requirements: \$1,000 daily ledger balance OR \$2,000 average monthly balance	
Monthly maintenance fee if balance falls below required minimum	\$10
Excessive withdrawal fee: Per item if over 6 per month.....	\$15

Withdrawals include transfers by telephone, computer, ACH, wire transfer, checks or any pre-authorized or automatic transfers.

Super Money Market Account

Minimum deposit to open	\$15,000
Minimum balance requirements: \$15,000 daily ledger balance	
Monthly maintenance fee if balance falls below required minimum	\$10
Excessive withdrawal fee: Per item if over 6 per month.....	\$15

Withdrawals include transfers by telephone, computer, ACH, wire transfer, checks or any pre-authorized or automatic transfers

Money Market Investment Account – Public Fund

Money Market Investment Account – Non-Profit

Minimum deposit to open	\$1,000
Minimum balance requirements: \$1,000 daily ledger balance OR \$2,000 average monthly ledger balance	
Monthly maintenance fee if balance falls below required minimum	\$10
Excessive withdrawal fee: Per item if over 6 per month.....	\$15

Withdrawals include transfers by telephone, computer, ACH, wire transfer, checks or any pre-authorized or automatic transfers.
Dormancy Fee:
After 24 months of inactivity.....\$10

Super Money Market – Public Fund

Minimum deposit to open	\$15,000
Minimum balance requirements.....	\$15,000
Monthly maintenance fee if balance falls below required minimum	\$10
Excessive withdrawal fee: Per item if over 6 per month.....	\$15

Withdrawals include transfers by telephone, computer, ACH, wire transfer, checks or any pre-authorized or automatic transfers.
Dormancy Fee:
After 24 months of inactivity.....\$10

Savings Accounts

Platinum Savings

Minimum deposit to open	\$50
Minimum balance	\$0
Monthly maintenance fee	\$0
Excessive withdrawal fee: Per item if over 6 per month	\$5

Withdrawals include transfers by telephone, computer, ACH, wire transfer, or any pre-authorized or automatic transfers.

Platinum Savings – Non-Profit

Platinum Savings – Public Funds

Minimum deposit to open	\$100
Minimum balance	\$0
Monthly maintenance fee	\$0
Excessive withdrawal fee: per item if over 6 per month	\$5

Withdrawals include transfers by telephone, computer, ACH, wire transfer, or any pre-authorized or automatic transfers.
Dormancy Fee:
After 24 months of inactivity.....\$5

Other Fees

Business eBanking & Bill Pay

Small Business eBanking	FREE
Small Business Bill Pay	FREE
Expedited electronic Bill Pay	\$6.00
Expedited Bill Pay by check.....	\$20.00

Free bill payment applies to only Free Business Checking accounts. Others are subject to \$6.75 monthly fee after first 6 months and \$0.50 charge per bill payment above 15 each month.

Ask us about our enhanced online services for larger businesses.

Debit Cards / ATM Cards

ATM Transactions	
United Bank ATMs	FREE
Sheetz ATMs.....	FREE
Non-United ATMs.....	\$2

International Transactions

EFT Service Charge.....Up to 2.5% of transaction
EFT Service Charge.....\$2.00 (Additional fee for International ATM Transactions Only)

Debit Card & ATM Card Purchases (each)

PIN-based purchase	FREE
Signature-based transaction.....	FREE
Replacement ATM/Debit Card	\$10

Other fees continue on the next page

† Assessed under applicable state law.

United Bank reserves the right to amend the terms and conditions contained herein.

Products/services may be available only in certain markets.

BUSINESS FEE SCHEDULE

Overdraft & Returned Items

Overdrafts (per item)	
NSF return item fee	\$36
Overdraft fee	\$36
Unavailable funds	\$36
Daily continuous overdraft fee (after 5 days)	
.....	\$5

Return Items (per item)	
Deposit return item	\$10
Reprocessing of deposit return item ..	\$10

Wire Transfers

Wire Transfers (Per Wire Charge) plus any additional correspondent bank charges:	
Incoming	\$15
Outgoing Domestic	\$25
Outgoing Foreign	\$50
International Wire Investigation	\$75

Other Services

Account closing fee	
Account Charge Off Fee	\$25

Checks	
Check reject fee (per item)	\$5
Check printout (each)	\$2
Counter Check (per item)	\$1
Cashier's Check	\$8
Sight drafts	\$10

Other Services - Continues

Coin and Currency	
Coin orders (per roll)	\$0.10
Currency orders (per \$1,000)	\$0.50
Cash Deposit Processing (per \$1,000) ..	\$0.50
Coin Processing (per \$100)	\$0.50

Night Drop Processing

Night Deposit (per drop)	\$0.75
--------------------------------	--------

Collection Items

Bond coupon, per envelope charge	\$20
Bond redemption (US Savings Bonds Exempt)	
.....	\$75
Bond return items	\$35
Check collection	\$20
Foreign check/FRB draft collection	\$20
International check exchange	\$75

Dormant Account Fee † (per month)

Checking accounts after 12 months	\$10
Money Market accounts after 12 months ..	\$10
Savings accounts after 12 months	\$5
If account has no deposits or withdrawals and the customer has had no communication with the Bank about the account.	

Research

Research of records (per hour)	\$25
Individual items (per copy)	\$1+research fee

Duplicate 1099 and 1098	\$5
Garnishments, attachments, levies, liens	\$100
Loan or deposit verification letter	\$20
Medallion Signature Guarantee	\$3
Account/statement printout	\$5

Mail Hold Fee (per month)	\$5
---------------------------------	-----

Notary Fee

(non-Bank related)	\$2
--------------------------	-----

Stop Payments

Stop payment	\$36
--------------------	------

Transfers

Telephone Transfer Requests	\$5
-----------------------------------	-----

FACTS

WHAT DOES UNITED DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- ◆ Social Security number and Payment history
- ◆ Credit history and Transaction history
- ◆ Account transactions and Account balances

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons United chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does United share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	Yes
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing

- ◆ Call Toll-free 1.800.327.9862 to speak to one of our Customer Service Representatives
- ◆ Call or visit one of our branch locations and speak to one of our staff members

Please note:
 If you are a *new* customer, we can begin sharing your information 30 days from the date we provide this notice at account opening. When you are *no longer* our customer, we may continue to share your information as described in this notice.
 However, you can contact us at any time to limit our sharing.

Questions? Call toll-free 1.800.327.9862 or go to www.bankwithunited.com

Who We Are	
Who is providing this notice?	The U.S. consumer financial companies within the United Bankshares, Inc. family, including United Bankshares, Inc., United Bank (DBA United Bankshares in the state of Georgia), United Brokerage Services, Inc., and United Title Company.
What We Do	
How does United protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does United collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ◆ Apply for a loan ◆ Give us your income information ◆ Provide employment information ◆ Give us your employment history ◆ Give us your wage statements <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ◆ sharing for affiliates' everyday business purposes - information about your creditworthiness ◆ affiliates from using your information to market to you ◆ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ◆ <i>Our affiliates include companies with a "United" name, such as United Bankshares, Inc., United Bank (DBA United Bankshares in the state of Georgia), United Brokerage Services, Inc., and United Title Company.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ◆ <i>United does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ◆ <i>United doesn't jointly market.</i>
Other Important Information	
<p>For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.</p> <p>For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.</p> <p>For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.</p>	

PERSONAL: TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or requests a loan.

What this means for you: When you open an account or request a loan, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

We may ask our established customers for identification and we will use this information to update our files.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state or commonwealth of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular. Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Maryland"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

In Maryland, "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or convenience signer.

In South Carolina, "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

Information Sharing - Our consumer privacy policy describes personal information that we collect about you, including your name, address, telephone number, information we receive from consumer credit reporting agencies and other sources. The policy also addresses the information that we may share about you to our affiliates. A separate copy of our consumer privacy policy will be provided as part of your account opening records. You may also obtain a copy at any time by contacting our Customer Service Center toll-free at 1.800.327.9862, visiting or calling your local branch location or by visiting us at: www.bankwithunited.com. You may also change your privacy preferences at any time by calling the toll-free number listed in our privacy policy. We may take as long as thirty (30) days from our receipt of your privacy choices to process your request.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. We may make these deductions at any time without prior

notice to you or request from you. If there are not enough funds in your account to cover the amounts you owe us, we may overdraw your account, without being liable to you. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Timing of Transactions - Every day is a business day except Saturday, Sunday or federal holiday. We will post deposits, withdrawals and other transactions received on a business day until the close of business. The hours of operation for any branch may vary by date and location. Any transaction received after the close of business or on a non-business day (Saturdays, Sundays and federal holidays) will be posted on the next business day.

Multiple Signatures - In the event that multiple signers are authorized for an account, we may act on the oral or written instruction of any one of the authorized signers on the account. Each signer may make withdrawals, write checks, transfer funds, stop payments, obtain other services and otherwise give us instructions regarding your account. We shall not be liable for, and do not assume a duty to enforce, multiple signature requirements separately agreed to by or among any signature owners and/or authorized signers of the account. If you elect to require multiple signatures on your checks or other account records that will be required for withdrawal of funds from your account, any such election is for your own internal procedures and cannot be required or enforced by us.

Facsimile Signature - The use of any facsimile signature (by rubber stamp or other mechanical means) is solely for your convenience and benefit. We may refuse at any time to accept a request for the use of a facsimile signature on your account. If using the facsimile signature, you authorize us to pay items on your account and you will assume full responsibility for the payment of any check, draft or other written order regardless of by whom or by what means the item was created.

You also bear full responsibility for maintaining the security of any facsimile signature device.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

In the District of Columbia, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - Except as otherwise provided by law, these rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any and all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

In the District of Columbia, RIGHTS AT DEATH - Single-Party Account - At the death of a party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account With Pay-on-Death Designation - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

In Ohio, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In Maryland, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Unless contrary direction is given in this account agreement, upon the death of a party, the funds in a multiple-party account shall belong to the surviving party or parties.**

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In Pennsylvania, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In North Carolina, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship - You intend and agree that regardless of whose funds are deposited in the account, that upon your death the balance in the account will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with right of survivorship. This agreement is governed by North Carolina General Statutes § 53C-6-6.

Personal Agency Accounts - Such an account allows you to name an agent who will have authority to make withdrawals from the account by check or otherwise and endorse checks payable to you for deposit only into the account and otherwise make deposits. In addition, you may elect to extend the authority of your agent so your agent may act notwithstanding your subsequent incapacity or mental incompetence.

Your agent's authority would then end at such time as the agent receives notification from a qualified guardian or duly appointed attorney-in-fact. If you do not extend the authority of your agent, then your subsequent incapacity or mental incompetence will terminate the authority of your agent. This agreement is governed by North Carolina General Statutes § 53C-6-8.

Joint Account - No Survivorship - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person.

Payable on Death (POD) Account - A beneficiary cannot withdraw unless: (1) the person creating the account dies, and (2) the beneficiary is then living. The person creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time. This agreement is governed by North Carolina General Statutes § 53C-6-7.

In South Carolina, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

In South Carolina, RIGHTS AT DEATH - Single-Party Account - At the death of a party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties. The last surviving party owns the entire account.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account With Pay-on-Death Designation - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

In Virginia, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend and agree that on the death of a party to the account, the deceased party's ownership in the account passes to the surviving party or parties to the account. This is subject to any previous pledge to which we have agreed. If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. Each of you intend that when you die your interest in this account will pass as a part of your estate under a will, trust, or by intestacy. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In West Virginia, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship - If such an account ownership is selected, each joint tenant intends and agrees that the account balance upon his or her death shall be the property of the surviving joint tenant, and if more than one survives, they shall remain as joint tenants with right of survivorship between them.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In West Virginia, NOTICE TO JOINT ACCOUNT HOLDERS - This provision does not apply to joint accounts if the signatures of all of the account owners are required to make a withdrawal.

This joint account is payable in both your name "or" in the name of the other person(s) listed on the account (Example "Mr. Smith or Mrs. Smith").

Please be advised and forewarned that:

- All the money in this joint account may be withdrawn by anyone named on this account; or may be pledged as security for a loan or debt by anyone named on the account.
 - UNLESS, prior written notice is given to the bank not to permit it.
- Despite any notification to the bank
 - The bank may pay the entire account balance to a creditor or other legal claimant pursuant to legal process.

In Georgia, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

MINOR ACCOUNT - At our discretion we will open accounts that are jointly owned by the minor and a person that is of legal age. Any such accounts will be treated as a joint account and each party will have full rights to transact deposits and withdrawals. Please refer to the joint account section of this agreement for the state in which you are opening the account for additional terms and conditions. The non-minor account holder agrees to indemnify us and hold us harmless from and against any and all loss, costs, damage or liability (including but not limited to reasonable attorneys' fees) realized or incurred as a result of the activities of the minor.

Uniform Transfers to Minors Account (UTMA Account) - Such an account is owned by the minor who received the funds as a permanent (irrevocable) gift. A custodian controls and manages the account for the benefit of the minor. We may, however, disclose information about the account to the minor or the minor's representative. The legal definition of a minor may vary by state. One custodian and one minor are allowed per account; provided, however, that certain exceptions pursuant to applicable state law may apply. You may wish to consult your tax advisor or attorney before opening a UTMA account. Once the minor reaches the age of majority as defined by state law in which the account was opened, we may allow the funds to be withdrawn by the minor in accordance with the custodian's duty without waiting for instructions from the custodian.

Estate Account - Accounts that are opened by a fiduciary on behalf of a formal estate must have a separate Taxpayer Identification Number issued by the Internal Revenue Service (IRS). Additional documentation will be required to open, in the name of the estate, any such account.

Electronic Documents - You agree, in your individual capacity, or in your capacity as an authorized signer for an entity or another person, as applicable, that any document we provide or are required to provide to you in writing in connection with your account, including but not limited to the account agreement, statements, notices and any other documents, may be provided to you electronically following your consent to receive them electronically. You agree that the electronic or other records we maintain shall be treated and have the same legal effect as any original document. You further agree that if your copy of the document(s) become lost or destroyed, any such event does not alter your agreement to the terms and conditions of the electronic documents.

UNITED BANK'S WEST VIRGINIA JUMPSTART SAVINGS ACCOUNT ADDENDUM TO UNITED BANK'S STANDARD "TERMS AND CONDITIONS OF YOUR ACCOUNT"

You should carefully read and understand this West Virginia Jumpstart Savings Account Addendum to United Bank's standard "Terms and Conditions of Your Account" ("Jumpstart Addendum"). This Jumpstart Addendum should be read in conjunction with United Bank's standard "Terms and Conditions of Your Account" agreement. The "Terms and Conditions of Your Account" agreement is one of the documents that the West Virginia Jumpstart Savings Program Account Disclosure Statement & Informational Booklet (the "Booklet") and the Participation Agreement collectively refer to as "United Bank's Terms & Conditions."

To the extent any provisions within this Jumpstart Addendum are inconsistent with or in conflict with any provisions within the "Terms and Conditions of Your Account" agreement, the provisions within this Jumpstart Addendum will control. This is important because the West Virginia Jumpstart Savings Account is a special savings account product created by the West Virginia Legislature, which is under the aegis of the West Virginia Board of Trustees of the West Virginia College and Jumpstart Savings Programs (the "Board"), and which provides West Virginia State tax benefits for qualified distributions to qualified Account Owners. In particular, West Virginia Jumpstart Savings Accounts are subject to the requirements and limitations of the West Virginia Jumpstart Savings Act, West Virginia Code §§18-30A-1, et seq., and the legislative rules promulgated by the Board.

Because the West Virginia Jumpstart Savings Account is a West Virginia State benefit, some of the rules and regulations that govern West Virginia Jumpstart Savings Accounts differ from the rules and regulations that govern United Bank's traditional deposit savings account products. These special ownership and beneficiary rules and regulations are identified below.

1. Any individual who is legally able to contract under applicable law is eligible to establish an Account. An Account Owner must be an individual and may not be a business, corporation, enterprise, or other entity that is not a natural person. This means, among other things, that the provisions within United Bank's standard "Terms and Conditions of Your Account" agreement governing "joint account" ownership do not apply to West Virginia Jumpstart Savings Accounts.
2. Unlike United Bank's standard savings account products, West Virginia Jumpstart Savings Accounts must have a "Designated Beneficiary." Any individual regardless of age, residency, or relationship to the Account Owner, including the Account Owner himself or herself, may be an Account's Designated Beneficiary. There may only be one Designated Beneficiary per Account and any number of Accounts may be opened for a single Designated Beneficiary. However, an Account Owner may not be the Account Owner for multiple Accounts with the same Designated Beneficiary. A Designated Beneficiary must be an individual and may not be a business, corporation, enterprise, or other entity that is not a natural person. This means that any provisions within United Bank's standard "Terms and Conditions of Your Account" agreement governing "beneficiaries" are inapplicable to West Virginia Jumpstart Savings Accounts.
3. Account Owners may change the Designated Beneficiary of an Account at any time. Only Account Owners may change the Designated Beneficiary of an Account. The new Designated Beneficiary must be a member of the prior Designated Beneficiary's immediate family. (Refer to the Booklet for the definition of "immediate family" and for a more detailed description of the process for selecting eligible replacement Designated Beneficiaries.) To change a Designated Beneficiary, the Account Owner must provide a request to the Board. Upon receipt of the request and any additional information required by the Board, the Board will register the information regarding the newly Designated Beneficiary in the records of the Program. The change of the Designated Beneficiary will be effective upon registration. For West Virginia state law purposes, a change in the Designated Beneficiary of a Jumpstart Savings Account is not an Account distribution so long as the new Designated Beneficiary is a member of the prior Designated Beneficiary's immediate family.
4. Because United Bank is providing the West Virginia Jumpstart Savings Account as the Board's independent Savings Account Manager, there is a possibility that either United Bank may in the future resign as the Savings Account Manager or the Board may elect to replace United Bank as the Savings Account Manager ("Replacement Event"). Upon or following the occurrence of a Replacement Event, Account Owners would cease to be United Bank customers. Upon or following the occurrence of a Replacement Event and depending on applicable laws and regulations then in effect, Account Owners may need to open new West Virginia Jumpstart Savings Accounts with any replacement Savings Account Manager. Depending on applicable laws and regulations then in effect and potential operational limitations, Account Owners may experience a momentary lapse in FDIC insurance. In any event, United Bank will work closely with the Board and with Account Owners to minimize any inconvenience that may result from the occurrence of a Replacement Event.

5. Because United Bank operates branch offices in many different states, some of the rules and regulations specified in United Bank's "Terms and Conditions for Your Account" vary depending upon an account owner's state of residence. As noted above, the West Virginia Jumpstart Savings Account is a special deposit product created by the West Virginia Legislature and which is governed by the West Virginia Jumpstart Savings Act, West Virginia Code §§18-30A-1, et seq., and the legislative rules promulgated by the Board. Unless prohibited by or contrary to federal law or the law of any state in which an Account Owner resides, the statutory and regulatory laws of West Virginia, including without limitation the laws that govern deposit accounts, shall exclusively govern West Virginia Jumpstart Savings Accounts.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

In Georgia, Maryland, North Carolina, Ohio, Pennsylvania, Virginia, and West Virginia, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

We are not liable for the payment of a check, following the receipt of a stop payment request, if the check is presented electronically (such as a substitute check, converted check, remotely created check, or imaged check) and does not contain the check number. We will charge you the standard stop payment fee regardless of whether or not we are able to honor the stop payment you requested when it was out of our control (such as the check had already cleared your account, the information on the check was not the same as the information you provided or the check number was missing).

In District of Columbia and South Carolina, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us.) Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

We are not liable for the payment of a check, following the receipt of a stop payment request, if the check is presented electronically (such as a substitute check, converted check, remotely created check, or imaged check) and does not contain the check number. We will charge you the standard stop payment fee regardless of whether or not we are able to honor the stop payment you requested when it was out of our control (such as the check had already cleared your account, the information on the check was not the same as the information you provided or the check number was missing).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals

made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

AMENDMENTS AND TERMINATION - We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

ACCOUNT ERRORS AND ADJUSTMENTS - All items received for deposit are subject to verification and collection. We may adjust your account if there are computation errors - for example, if you added your checks incorrectly and deposited more or less than you thought. If we need to investigate an improperly endorsed check or obtain an endorsement, we may place a hold on your account until we can resolve the matter. You will receive provisional credit for all items posted to your account or cashed against your account and may be revoked if payment of the item is not received or an incorrect amount is used. We may make adjustments to your account whenever a correction or change is required within a reasonable time after discovery. Such errors or adjustments may include, but are not limited to, deposit amounts that are recorded for the wrong amount or items that you have deposited that are returned unpaid. If the adjustment to your account results in insufficient funds, we also have the right to recoup the funds from your other accounts and charge you for any applicable overdraft/NSF fee according to the separate fee schedule provided. Please refer to the "Setoff" section of this agreement for additional details.

STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations (including forgeries and counterfeit checks), you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

Online Account Opening, (Single Party Accounts only) - A single individual is the owner. (Multiple Party Accounts with Rights of Survivorship) - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent. All joint accounts opened online are joint with right of survivorship. All persons whose names appear on the account are co-owners of the account, regardless of whose money is being deposited into the account. Each co-owner acts as the agent of each other co-owner. Each co-owner authorizes each co-owner to operate the account without the consent or approval of any co-owner. We may act and rely on the instructions of one co-owner without liability to any other co-owner. Each co-owner is jointly and severally liable to us for all fees, charges, and other amounts owed to us, and all cost, losses and liabilities related to this agreement or the account. Right of Survivorship means that when a co-owner dies the funds in the account belongs to the surviving co-owner(s). Other joint account options (Multiple Party Accounts Without Right of Survivorship - at death of party, deceased party's ownership passes as part of deceased party's estate.) are available following account opening by contacting or visiting one of our branches.

In the District of Columbia, AGENCY DESIGNATION - Agents may make account transactions for parties, but have no ownership or rights at death unless named as a pay on death beneficiary. Owners do not give up any rights to act on the account, and the agent may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we

have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

For accounts owned by a single individual, the owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner.

If our policy allows for the designation of an agent on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the agent to act on his/her behalf. Any one owner may revoke or terminate the authority, and the agent's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the agency, the agency is terminated upon the death of the last surviving owner.

In Maryland, CONVENIENCE SIGNER (Individual Accounts only) - A single individual is the owner. The convenience signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the convenience signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the convenience signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the convenience signer's authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the convenience signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience signer.

In Georgia, Ohio and Pennsylvania, AUTHORIZED SIGNER - The authorized signer is merely designated to conduct transactions on behalf of the owner or owners. Owners do not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

For accounts owned by a single individual, the owner may terminate the authority at any time, and the authority is automatically terminated by the death of the owner.

If our policy allows for the designation of an authorized signer on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the authorized signer to act on his/her behalf. Any one owner may revoke or terminate the authorization, and the authorized signer's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the authority of the authorized signer, the authority is terminated upon the death of the last surviving owner.

In South Carolina, DESIGNATION OF AGENT FOR ACCOUNT - An agent is authorized to make all transactions on the account that an owner can make, including, but not limited to, closing the account, but may not in any other manner affect the rights of the owners or beneficiaries. Owners do not give up any rights to act on the account. Owners are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

For accounts owned by a single individual, the owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner.

If our policy allows for the designation of an agent on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the agent to act on his/her behalf. Any one owner may revoke or terminate the authority, and the agent's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the agency, the agency is terminated upon the death of the last surviving owner.

In Virginia and West Virginia, AUTHORIZED SIGNER - The authorized signer is merely designated to conduct transactions on behalf of the owner or owners. Owners do not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

For accounts owned by a single individual, the owner may terminate the authority at any time, and the authority is automatically terminated by the death of the owner.

If our policy allows for the designation of an authorized signer on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the authorized signer to act on his/her behalf. Any one owner may revoke or terminate the authorization, and the authorized

signer's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the authority of the authorized signer, the authority is terminated upon the death of the last surviving owner.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

In Virginia, GUARDIAN OR CUSTODIAL ACCOUNTS - This account is not subject to dormant service charges if the deposit was made: (1) by a court or (2) by a guardian pursuant to order of a court or (3) by any other person for the benefit of a person who was an infant at the time of the making of such deposit and which deposit is subject to withdrawal only upon the further order of such court or such guardian or other person. This account may become subject to dormant service charges one year after such infant attains the age of eighteen years or one year after the death of such infant, whichever occurs sooner. At our option, we may require proof of guardian or custodial status.

ESCHEATMENT - To comply with the requirements for escheatment in the state in which this account is located, we may retain the services of a third party processor to aid in the identification of inactive accounts and the completion of due diligence before funds are surrendered to the applicable state agency. Should government records indicate that you and any joint account holders become deceased, a third party processor may be used to identify parties not identified on this Agreement who may have a valid claim on any assets remaining in the account, subject to applicable laws which may vary by state.

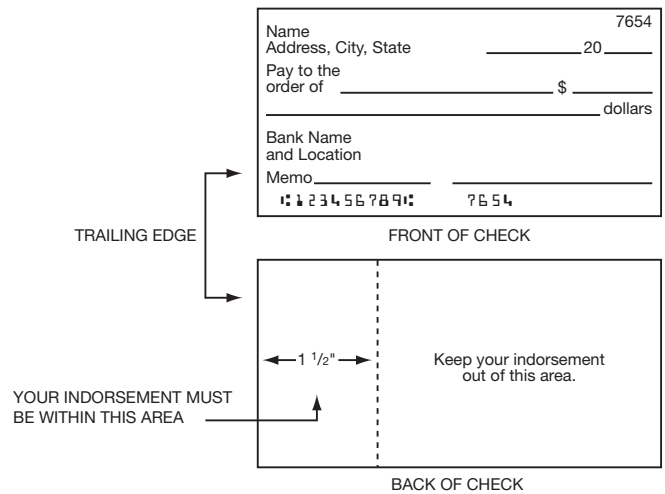
CHECK PROCESSING - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

ACCOUNT SECURITY

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you

are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

CHANGES IN NAME AND CONTACT INFORMATION - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be

made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

TRANSFER OF ACCOUNT OWNERSHIP - Ownership of checking, savings, money market and certificate of deposit accounts is transferable only with our written permission after you complete our appropriate forms, and, in most cases, would require the account to be closed and open a new account.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

FUNDS TRANSFERS - Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, this agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association and other funds-transfer system rules, as applicable. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH or other funds-transfer systems. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. However, upon your written request, we will provide you notice of the receipt of a payment order or credit to the email address you provide to us, such email correspondence is hereby agreed and acknowledged by the parties to be reasonable notice in the circumstances. Notice through first class mail is available upon further request. The parties acknowledge and agree that any notice provided pursuant to this paragraph upon your request is provided by us as a convenience and we will have no liability to you if we do not give such notice or if we provide an incorrect or delayed notice.

CASH LIMITS - Customers may obtain no more than \$3,000.00 in cash per day unless arrangements are made with a particular Branch Manager at least two (2) business days in advance. We reserve the right to place an absolute limit on the amount of cash that may be obtained, regardless of notice.

ENDORSEMENT GUARANTEES - United Bank reserves the right to require an endorsement guarantee on checks of \$3,000.00 or more, presented for cash by a non-customer.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

OVERDRAFT AND NONSUFFICIENT FUNDS

We are providing this information to help you understand what happens if your account is overdrawn. An account is overdrawn when more money has been withdrawn from the account than what had been deposited in the account. This information is important in managing your account and can help you avoid fees or charges. This section also identifies and explains the contractual terms that govern overdraft and nonsufficient funds ("NSF") transactions.

A transaction posted to an overdrawn account or the posting of a transaction that results in an overdrawn account will normally result in you being charged an overdraft fee. An overdraft occurs when there is not enough money in your account to pay a transaction, but we still pay the transaction. An NSF transaction occurs when there is not enough money in your account to pay the transaction, and we do not pay the transaction and reject it and return it unpaid.

Your Account Balance. We use the "ledger balance" method to determine whether your account is overdrawn or would become overdrawn if a transaction is paid. If your

account is overdrawn or would become overdrawn after paying a transaction, there is not enough money in your account to pay for a transaction. Your ledger balance only includes transactions (deposits to your account and payments from your account) that have settled (or posted) to your account to that point in time. The ledger balance does not include pending transactions. One example of a pending transaction is a check you have written from your account that has not yet cleared your account. Another example is a debit card transaction that has been authorized but has not yet been presented for payment. (See "Temporary Debit Authorization Holds Affect Your Account Balance" and "Payment of Debit Card Transactions" for more information.) The balance on your monthly periodic account statement is the ledger balance for your account as of the statement date.

Your "available" balance is not the same as your account's "ledger" balance. As the names implies, your available balance is calculated based on the money "available" in your account to make payments. The available balance takes transactions that have been authorized, but have not yet been presented for final payment, and subtracts them from the ledger balance. (See "Temporary Debit Authorization Holds Affect Your Account Balance.") In addition, when calculating your available balance, we also subtract "holds" that have been placed on your account. One example of a hold is where you have deposited a check for which we are awaiting payment from another bank. (See "Funds Availability" for more information.) Another example of a hold is where we have received a "legal action" request seeking funds from your account. (See "Legal Actions Affecting Your Account" for more information.)

Although we use your account's ledger balance to determine whether any transaction will overdraw your account, we use your account's available balance to determine whether to authorize debit card transactions. This is important because it means that a debit card transaction may be declined even though you have a sufficient ledger balance.

Overdrafts. You understand that we may, at our discretion, honor payment or withdrawal requests that overdraw your account. However, the fact that we may honor payment or withdrawal requests that overdraw the account balance does not require us to do so later. You cannot rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have previously paid overdrafts on your account. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. To the extent allowed by law, we may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. (See "Overdraft Protection" for more information.)

Nonsufficient Funds (NSF). An NSF transaction is an item drafted by you (such as a check) or set up by you (such as a preauthorized funds transfer) presented for payment that exceeds your account's ledger balance.

Payment Types. Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types use different processing systems, and some may take more or less time to post. This is important for many reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you know what other transactions might still post to your account. For information about how and when we process these different payment types, see the "Payment Order of Items" subsection below.

Balance Information. Keeping track of your balance is important. You can review your balance in various ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by telephone, or coming into one of our branches.

Funds Availability. Knowing when funds you deposit into your checking account will be made available for withdrawal is another important concept that can help you avoid fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive an item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient funds.

Temporary Debit Authorization Holds Affect Your Account Balance. A temporary debit authorization hold immediately reduces your available balance (i.e., the amount of available funds in your account) by the amount of the authorization request. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs include purchases of gasoline, hotel rooms, or meals at restaurants. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. The amount of the temporary hold is not applied to the underlying debit card transaction or to any specific transaction.

A temporary debit authorization hold may expire before the debit card transaction associated with it is presented for final payment. If your available balance was sufficient to cover a debit card transaction at the time it was authorized but your ledger balance is insufficient to cover the transaction at the time it is presented for final payment, our payment of the transaction will result in an overdraft and an overdrawn account, but we will not assess you an overdraft fee. (See "Payment of Debit Card Transactions" for more information.)

Posting Orders of Transactions. The order in which items are posted to your account is important, particularly if there is not enough money in your account to pay all of the items that are presented. The posting order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process transactions. We group different types of transactions into categories, and for each category, into applicable subcategories. Posting categories include credits (e.g., deposits, account transfers into your account, refunds of debit card transaction purchases, etc.), debits (e.g., checks, debit card transactions, ACH transactions, account-to-account transfers from your account, ATM transactions, and online "bill pay" transactions), and fees or service charges.

At the end of each business day, our computerized systems assign each transaction received for that day to a category and subcategory. All transactions within a category are posted according to their applicable subcategory. All transactions within a subcategory are generally posted using the posting order or orders that apply to that subcategory, before we post any transactions assigned to the next subcategory. All transactions within a category are generally posted using the posting order or orders applicable to that category and the subcategories within it.

We begin with the ledger balance in your account at the beginning of the business day and make any necessary adjustments from prior days. Next, we generally add credits to your balance and then subtract debits from your balance. We then subtract any fees or service charges. As to the debit category, we list some of the common subcategories into which items are sorted and posted and summarize how we generally post them within the debit category.

- We add deposits and other credits to your balance;
- Next, we subtract from your balance checks without a check number (and checks for which our systems cannot read a check number) from lowest amount to highest amount.
- Then, for checks with check numbers, we subtract these items from your balance by check numbers sequentially in ascending order (i.e., from lowest check number to highest check number).
- Then, we subtract from your balance the types of items listed in this paragraph in order from the lowest to highest dollar amount. Common debit subcategories include but are not limited to:
 - electronic "bill pay" transactions;
 - ATM withdrawals from non-United Bank ATMs;
 - one time and recurring debit card transactions using a PIN;
 - one time and recurring debit card transactions using your signature;
 - wire transfers;
 - scheduled mortgage loan payments;
 - ATM withdrawals from United Bank ATMs; and
 - ACH transfers.
- We then generally post fees and service charges (such as overdraft fees, account maintenance fees, and ATM fees) to your account according to the transaction codes assigned to each type of fee or service charge.

If a check, item, transaction, or any other type of debit is presented without sufficient funds in your ledger balance to pay it, you will be charged an overdraft fee according to our overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft fees are disclosed elsewhere, as are your rights to opt into overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items or otherwise entering into transactions without sufficient funds and potentially incurring the resulting fees.

Payment of Debit Card Transactions. Debit card transactions are paid when merchants present them to the bank for payment—that is, when the merchant asks us to transfer the funds from your account to the merchant. Authorization and payment of debit card transactions do not occur at the same time – there can be days between authorization and payment.

If other account activity has caused the funds available in your account to drop below zero before the debit card transaction is paid, you may no longer have sufficient funds to pay the merchant. If that occurs, the debit card transaction will overdraw your account because we must honor our promise to pay the merchant, but you will not incur an overdraft fee when this happens.

Here is an example of how that may happen: On Monday we authorize a debit card transaction because you have a sufficient available balance at the time. A hold is then placed on your funds until the merchant presents the transaction for payment. On Tuesday we process and post another transaction (such as a check you wrote) that reduces your ledger balance to below zero. If the merchant presents the original debit card transaction for payment on Wednesday, and your ledger balance is now below the amount needed to pay the transaction, the debit card transaction will overdraw your account, but you will not incur an overdraft fee.

Obligation to Pay Overdrawn Balances and Fees. You are responsible for the immediate repayment of any negative balance resulting from an overdraft. If you fail to repay the amount overdrawn and applicable fees or charges, we have the right to pursue the collection of your account. This right continues even after your account has been closed and charged off. To the extent allowed by applicable state or federal law, you agree to pay all costs and expenses, including attorney's fees, we incur in collecting any overdraft. We may also report you to consumer credit reporting agencies, close your account, or both. These actions could affect your ability to open accounts in the future.

ATM and One-Time Debit Card Transactions. For us to authorize payment of ATM and one-time debit card transactions against an insufficient available balance, you must affirmatively authorize us to do so by opting into this service. (See "Overdraft Protection" for more information on this service.) You have the right to revoke this authorization at any time. If you do not have a sufficient available balance, we will not authorize an ATM or onetime debit card transaction unless you have authorized us to do so by opting into this service.

Overdraft Protection. We want to educate you on the overdraft coverage options you may qualify for if your available balance is insufficient to authorize a debit card or ATM transaction or to pay other types of transactions. Each overdraft coverage option is subject to various eligibility criteria, and not every customer will be eligible for one or more overdraft coverage options. We offer the following options:

1. We can set up an Account Transfer from a statement savings, money market or separate checking account, and funds will be transferred to cover the item that would overdraw your checking account.
2. You can apply for a small, unsecured line of credit that would be available to cover you when an item overdraws your account. There is an annual percentage rate on funds that are transferred from a line of credit to your checking account to cover any item(s) that will overdraw your account.

We also have our Overdraft Protection Program in which we strive to pay items, except for ATM and one-time debit card transactions, when your balance is insufficient to cover them. Under our Overdraft Protection Program, each eligible account is provided a fixed overdraft limit. If your account has been enrolled in our Overdraft Protection Program, you have been notified of the fixed overdraft limit applicable to your account. If enrolled in our Overdraft Protection Program, this means we will pay each item (except for ATM or one-time debit card transactions) that overdraws your account, unless paying that item would exceed your account's overdraft limit. Each time we cover such an item, you will be charged a fee. The amount of each item we pay into overdraft and each fee we assess for paying each item will count toward your overdraft limit. We do not generally pay items that would exceed your account's overdraft limit. Our Overdraft Protection Program is not a line of credit and is a discretionary overdraft service that we can withdraw at any time without prior notice.

We can extend our Overdraft Protection Program to authorize your one-time debit card and ATM transactions, but you must opt-in for us to do so. If you opt-in to the authorization of one-time debit card and ATM transactions, we will strive to authorize these transactions. Each time we authorize a one-time debit card transaction or ATM transaction against an insufficient available balance that is subsequently presented for payment against an insufficient ledger balance, you will be charged a fee for each transaction that overdraws your account.

Our Overdraft Protection Program policy may change, and such changes may impact the way we handle your Overdraft Protection in the future.

If you would prefer us not to honor any items when your balance is insufficient to cover them, you may opt out of our discretionary Overdraft Protection Program by contacting us and informing us of your decision. You acknowledge that without the Overdraft Protection Program or one of our other options for the payment of overdrafts (e.g., transfers from other accounts), any items presented that overdraw your account may be declined or returned unpaid.

We are not obligated to cover any items, including but not limited to checks, ATM withdrawals, Point of Sale transactions, debit card transactions, preauthorized transfers, or any other electronic transactions, presented for payment if your account lacks a sufficient balance. Furthermore, the assessment of service charges for each item presented against an insufficient available balance does not obligate us to pay any such item, nor does it obligate us to provide you with prior written notice of our decision to refuse payment. Whenever we pay an item into overdraft, you are immediately required to deposit or transfer funds into your account to cover the overdrawn balance and any applicable fees. It is your obligation to keep your account in good standing and to bring your account to a positive balance immediately following any overdraft, without notice or demand from us.

RESOLUTION OF DISPUTES BETWEEN YOU AND UNITED

I. Resolution of Disputes Through Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

References to "United," "you," and "us" include our respective subsidiaries, corporate parents, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users of your United demand deposit account(s) or United-branded debit or automated teller machine card(s) under this or any prior or other agreements between us. Most customer concerns can be resolved to your satisfaction by calling our Customer Service Center at 1.800.327.9862. **In the unlikely event that United's Customer Service Center cannot resolve your concern or if United has been unable to resolve any dispute it has with you after attempting to do so informally, we each agree to**

resolve those disputes through binding arbitration or small claims court instead of in a court of general jurisdiction.

Arbitration is more informal than a lawsuit in court. Instead of a judge or jury, arbitration uses a neutral arbitrator. Arbitration also permits more limited discovery than in court, and is subject to very limited review by courts.

However, arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**

For any non-frivolous claim that does not exceed \$75,000, United will pay all costs of the arbitration. In addition, in arbitration you are entitled to recover attorney's fees from United to at least the same extent as you would in court. Under certain circumstances, as explained below, United will pay you more than the amount of the arbitrator's award and will pay your attorney (if applicable) twice his or her reasonable attorney's fees if the arbitrator awards you an amount that is greater than what United has offered you to settle the dispute.

II. Arbitration Agreement

1) United and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. This agreement to arbitrate includes (but is not limited to):

- claims arising out of or relating in any way to any aspect of the relationship between us, whether such claims are based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before this or any prior Agreement between us came into existence, including any claims relating to advertising; and
- claims that may arise after the termination of this Agreement or any other agreement between us.

Regardless of the foregoing, United or you may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal or state agencies. Such agencies can, if the law permits, seek relief on your behalf.

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND UNITED ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

This Agreement pertains to a transaction in interstate commerce, and thus the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) applies to the interpretation and enforcement of this agreement to arbitrate, notwithstanding any choice of law provision in this Agreement or any prior or other agreement between us. This agreement to arbitrate shall survive the termination of this Agreement or of any subsequent agreement between us.

(2) Before you may seek arbitration you must first send to United, by certified mail, a written Notice of Dispute ("Notice"). The Notice to United should be addressed to: Vice President of Compliance, United Bankshares, Inc., 1200 Grosscup Avenue, Dunbar, West Virginia 25064 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If United and you do not resolve the claim

or dispute within 30 days after the Notice is received, you or United may commence an arbitration proceeding.

Before United may seek arbitration of any claim or dispute it has against you, United shall be required to send to you, by certified mail to your official address on file in United's records, a written Notice of Dispute. The Notice of Dispute shall (a) describe the nature and basis of the claim or dispute between us; and (b) set forth the specific relief sought by United. If you and United do not resolve the claim or dispute within 30 days after you receive the Notice of Dispute, you or United may commence an arbitration proceeding.

During the arbitration, the amount of any settlement offer made by United to you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled.

(3) After United receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the arbitration filing fee, unless your claim is for more than \$75,000. The filing fee is currently \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, United will pay it directly upon receiving a written request at the Notice Address.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1.800.778.7879, or by writing to the Notice Address.

If AAA is unable or unwilling to serve as the provider or administrator of arbitration, United may substitute another national arbitration organization with similar procedures.

The arbitrator is bound by the terms of this Agreement. **All issues are for the arbitrator to decide, except issues relating to the scope and enforceability of the arbitration agreement that are for the court to decide.**

Unless United and you agree otherwise, any arbitration hearings will take place in the county of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's decision, including any award, will be binding on the parties. Judgment upon any award may be entered in any court of competent jurisdiction.

Except as otherwise provided for herein, United will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse United for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA Rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of United's last written settlement offer made before an arbitrator was selected, then United will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including, if applicable, any expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If United did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in Paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs.

Although under some laws United may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, United agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND UNITED AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and United agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. **If this specific provision is found to be unenforceable, then the entirety of this arbitration agreement shall be null and void.**

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

FOR CONSUMER ACCOUNTS ONLY

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

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 bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank 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 credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).

- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account 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.

TELEBANC Telephone Transfers - types of transfers - You may access your account by telephone daily at 1.877.334.4646 (toll free) using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds between checking and savings
- transfer funds from checking or savings account(s) to pay installment loans or personal lines of credit
- obtain account information

ATM Transfers - types of transfers, dollar limitations, and charges - You may access your account(s) by ATM using your ATM card and personal identification number or United Debit Card and personal identification number, to:

- make deposits to your checking and/or savings account(s) (limited to the ATMs that we own or operate)
- get cash withdrawals from your checking and/or savings account(s) (please note that certain fees and charges may apply for ATMs that we do not own or operate)
 - you may withdraw no more than \$500.00 per day or your individual "cashback" limit
 - other limitations may apply at ATMs that are not owned or operated by us
- transfer funds between your checking and savings accounts linked to your card
- transfer funds from your checking or savings account(s) linked to your card to pay installment loans or personal lines of credit
- obtain account information
 - please refer to our separate fee schedule for additional information about charges

Some of these services may not be available at all terminals.

Inactivity - United reserves the right to freeze or close your ATM and/or United Debit Card if you fail to activate any such card within 12 months of receipt or following 12 months of inactivity. Once frozen or closed, you will be required to contact us to reactivate or obtain a new card.

Debit Card - Types of United Debit Card Transactions - You may access your checking account(s) to purchase goods (in person, by Internet, by phone or otherwise), pay for services (in person, by Internet, by phone or otherwise), get cash from a merchant, if the merchant permits, or from a participating financial institution.

United reserves the right to close your ATM and/or United Debit Card if you fail to activate within 12 months of receipt or following 12 months of inactivity. Once closed, you will be required to contact the Bank to obtain a new card.

Debit Card Point-of-Sale Transactions - dollar limitations - Using your United Debit Card:

- The lesser of (i) the dollar amount limitation provided to you upon the opening of your account, as such amount may be changed from time to time upon further notification from us, and (ii) your available account balance.

Currency Conversion and International Transactions. When you use your ATM card or United Debit Card at a merchant that does not accept payment in US dollars, settles in a currency other than US dollars, the transaction amount will be converted into the corresponding US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us an International Service Assessment on all international transactions, regardless of whether there is a currency conversion. As a result, we charge you an international transaction fee on international transactions where there is no currency conversion. Please refer to your Fee Schedule for additional information regarding the amount of the fee. An international transaction is any transaction where the country of the merchant is located outside of the United States of America.

Currency Conversion and Cross-Border Transaction Fees. If you effect an ATM transaction with your ATM card or United Debit Card in a currency other than US dollars, PLUS will convert the transaction amount into the corresponding US dollar amount. The PLUS currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by PLUS. The exchange rate PLUS uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

PLUS charges us a Currency Assessment for performing the currency conversion and a Cross-Border Assessment on all cross-border transactions regardless of whether there is a currency conversion. We charge you a fee based on the total withdrawal amount on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the PLUS Debit Switch in which the country of the merchant is different from the country of the cardholder. Please refer to your Fee Schedule for additional details regarding the amount of this fee.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your United Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Online Banking, Computer and Mobile Banking Transfers - types of transfers and charges - You may access your account(s) by computer or mobile device using internet access to www.bankwithunited.com and using your user identification number and your password, to:

- transfer funds between checking and savings
- make payments from checking or savings to loan accounts with us
- make payments from checking to third parties (Bill Payment)
- make Mobile Deposits
- receive eBanking Alerts
- get information about:
 - account balances and transaction history

Transactions through Online Banking and Mobile Banking are subject to the terms and conditions provided in the separate eBanking, Mobile Banking and Bill Payment Disclosure Statement Agreement. Some services may be restricted. You will receive the eBanking, Mobile Banking and Bill Payment Disclosure Statement Agreement for the services at the time you enroll.

FEES

- We do not charge for direct deposits to any type of account.
- Please refer to the separate fee schedule for a listing of all fees related to electronic funds transfers and for additional fees for transactions conducted at non-United ATMs. Please refer to the separate eBanking, Mobile Banking and Bill Payment Disclosure Statement and Agreement for important information regarding the terms and conditions for these services.

ATM Operator/Network 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).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1.800.327.9862 to find out whether or not the deposit has been made.
- **Periodic statements.** For account types other than savings accounts, you will receive a monthly account statement from us. Savings account statements will be provided semi-annually; provided, however, that you will receive a monthly savings account statement from us if certain electronic transfers to or from your account take place in any applicable period.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 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 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you 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, 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 transfer.** If you order us to stop one of these payments 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.

FINANCIAL INSTITUTION'S LIABILITY

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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

UNAUTHORIZED

TRANSFERS (a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code 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 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

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 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

• **Additional Limits on Liability for United Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen United Debit Card. In the event these additional limits do not apply (e.g., if you have been negligent or engaged in fraud) the liability limits of Regulation E (described above) apply. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

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

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

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

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your United Debit Card or ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your United Debit Card or ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your United Debit Card or ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your United Debit Card or ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

UNITED PROCESSING CENTER
500 VIRGINIA STREET EAST
P.O. BOX 393
CHARLESTON, WEST VIRGINIA 25322
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 1.800.327.9862

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings deposits. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Savings accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the fifth business day after the day of your deposit.

However, we may place longer holds on certain items for other reasons, such as large deposits (see LONGER DELAYS MAY APPLY above).

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

Check 21 Introduces Changes to Check Processing

The Check Clearing for the 21st Century Act (Check 21) was enacted by Congress to reduce the time and expense associated with processing and transporting the billions of checks that Americans write each year, and as a means of fighting check fraud.

Financial institutions have the option to create a digital image of the original check, which is then transported through the payment system electronically, along with other information pertaining to the check. The original paper check may be destroyed. When the electronic image is converted back to paper, it is known as a "substitute check."

• A substitute check must be accepted as proof of purchase or payment by merchants, governments and other payees, just as if it were the original check.

• No individual, business or financial institution may "opt out" of Check 21.

What Does a Substitute Check Look Like?

The images below show the front and back of a sample substitute check. Slightly larger than a normal consumer check, the substitute check contains a reduced version of the original check, other documentation to identify the transaction, and the words, "This is a LEGAL COPY of your check. You can use it in the same way you would the original check."



Not all paper checks will be converted to substitute checks, and United Bank has no immediate plans to create substitute checks. However, we may receive them from other financial institutions.

If you receive your canceled checks with your statement, you may receive a combination of original checks and substitute checks. If your checks are not returned to you with your statement, you may receive a substitute check when you:

- Request a copy of a paid check from United Bank
- Receive a check you deposited that is returned unpaid

What Changes Can You Expect?

Check 21 won't change the way you write checks, or receive them from others. However, you may notice that checks clear faster - sometimes in a day or even less. This is one element in the government's plans to reduce check fraud, by identifying fraudulent items more quickly. But faster check clearing also means less "float," so it is important that you have the funds in your account to cover the checks you write to avoid overdrafts.

Please refer to the accompanying notice on your rights regarding substitute checks, and keep it with your files for future reference. If you have any additional questions, visit your nearest United Bank office or call us at 1.800.327.9862.

Your Rights Regarding Substitute Checks

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under the law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How to Make a Claim for a Refund

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us as follows:

Write us at:

United Bank
 Deposit Operations
 PO Box 393, Charleston, WV 25322-0393

Call us at: 1.800.327.9862.

Send us an email. Log on to www.bankwithunited.com and click "Contact Us."

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

TRUTH-IN-SAVINGS DISCLOSURE

- UNITED FREE CHECKING ACCOUNT
- UNITED REWARDS CHECKING ACCOUNT
- VETERANS CHECKING ACCOUNT

Please refer to the separate fee schedule for minimum balance requirements and fees that may apply to these accounts.

PLATINUM CHECKING ACCOUNT

- Rate Information** - Your interest and annual percentage yield may change.
- Frequency of rate change** - We may change the interest rate on your account at any time.
- Determination of rate** - At our discretion, we may change the interest rate on your account.
- Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.
- Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

Please refer to the separate fee schedule for minimum balance requirements and fees that apply to these accounts.

- MONEY MARKET INVESTMENT ACCOUNT
- SUPER MONEY MARKET ACCOUNT

- Rate Information** - Your interest and annual percentage yield may change.
- Frequency of rate change** - We may change the interest rate on your account at any time.
- Determination of rate** - At our discretion, we may change the interest rate on your account.
- Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.
- Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

Transaction limitation:

Transfers from a Money Market Investment or Super Money Market account to another account or to third parties by preauthorized, automatic, computer, or telephone transfers or by check, draft, debit card, or similar order to third parties are limited to six per statement cycle.

Please refer to the separate fee schedule for minimum balance requirements and fees that apply to these accounts.

PLATINUM SAVINGS ACCOUNT**WV JUMPSTART SAVINGS ACCOUNT**

Rate Information - Your interest and annual percentage yield may change.

Frequency of rate change - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Transaction limitation:

Transfers from a Platinum Savings account to another account or to third parties by preauthorized, automatic, computer, or telephone transfers or by draft, debit card, or similar order to third parties are limited to six per month.

Please refer to the separate fee schedule for minimum balance requirements and fees that apply to these accounts.

IRA SAVINGS ACCOUNT

Rate Information - Your interest and annual percentage yield may change.

Frequency of rate change - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every quarter. Interest will be credited to your account every quarter.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Please refer to the separate fee schedule for minimum balance requirements and fees that apply to these accounts. Also, refer to your IRA plan disclosure for additional features and limitations that may apply.

CHRISTMAS CLUB ACCOUNT(S)

United Bank offers Christmas Club Draft and Christmas Club Non-Draft Accounts. Christmas Club Draft account must have automatic drafts (electronic funds transfers) credited to the account from another United Bank deposit account.

Compounding frequency - Interest will not be compounded.

Crediting frequency - Interest will be credited to your account and included in check disbursement at the end of the term each year.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open the account - There is no minimum balance to open this account.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Transaction limitation:

You may make unlimited deposits into your account by cash, check or electronic funds transfers. You may make withdrawals of principal from your account before the end of the term.

Non-automatically renewable account - At the end of the term a check will be mailed to you for the account balance on October 24th each year.

Your account will mature and be closed 90 days after this date unless a deposit is made to the account.

Statements - Account does not receive statements unless an ACH transaction is posted to the account. Once this activity has occurred, statement is generated for that month and subsequent quarterly statements are generated and mailed thereafter.

COMMON FEATURES

See attached Fee Schedule for all Common Fees.

The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

NOW ACCOUNT ORGANIZATION - We have organized your checking or NOW account in a nontraditional way. Your checking or NOW account (transactional accounts) consists of two subaccounts. One of these is a transactional subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontraditional transaction subaccount (e.g., a savings subaccount). You cannot directly access the nontraditional transaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your checking or NOW account operates and the way a traditionally organized checking or NOW account operates, but this organization makes us more efficient and helps to keep costs down.

BUSINESS: TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents. We may also require reasonable identification to make withdrawals or other transactions in order to identify you. We may ask our established customers for identification and we will use this information to update our files.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state or commonwealth of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Virginia"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. We may make these deductions at any time without prior notice to you or request from you. If there are not enough funds in your account to cover the amounts you owe us, we may overdraw your account, without being liable to you. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before

settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

OVERDRAFT AND NONSUFFICIENT FUNDS FEES

We are providing this information to help you understand what happens if your account is overdrawn. This information is important in managing your account and can help you avoid fees or charges. This section also identifies the contractual terms that govern overdrafts and nonsufficient funds ("NSF") transactions.

An overdrawn account will normally result in you being charged either an overdraft fee or an NSF fee. An overdraft occurs when there is not enough money in your account to pay a transaction, but we still pay the transaction. An NSF transaction is different in

that we do not pay the transaction. The transaction is instead rejected and returned unpaid. In either situation, we normally charge a fee.

Your Account Balance. We use the "available balance" method to determine whether your account is overdrawn. If your account is overdrawn, there is not enough money in your account to pay for a transaction. Your "available" balance may not be the same as your account's "actual" balance, which means that an overdraft or an NSF transaction could occur despite your account's actual balance.

Your account's actual balance (sometimes referred to as the ledger balance) only includes transactions (deposits and payments) that have settled up (or posted to your account) to that point in time. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending because they have not yet been presented for payment). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the names implies, your available balance is calculated based on the money "available" in your account to make payments. That is, the available balance takes transactions that have been authorized, but not yet settled (or been presented for final payment), and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "Temporary Debit Authorization Holds Affect Your Account Balance."

Overdrafts. You understand that we may, at our discretion, honor payment or withdrawal requests that overdraw your account. However, the fact that we may honor payment or withdrawal requests that overdraw the account balance does not require us to do so later. You cannot rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have previously paid overdrafts on your account. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit. You agree that we may charge fees for overdrafts. To the extent allowed by law, we may use subsequent deposits, including direct deposits of government benefits, to cover such overdrafts and overdraft fees. For information regarding our Overdraft Protection Program and other overdraft payment options, please see the subsection entitled "Overdraft Protection."

Nonsufficient Funds (NSF) Fees. If an item drafted by you (such as a check) or set up by you (such as a preauthorized funds transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item, you agree that we can charge you an NSF fee for returning the payment. **Be aware that such an item may be presented more than once and that we do not monitor or control the number of times an item or transaction is presented for payment.** You agree that we may charge you an NSF fee each time an item or payment is presented if the amount of money available in your account is not sufficient to cover the item or payment, regardless of the number of times the item or payment is presented.

Payment Types. Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types use different processing systems, and some may take more or less time to post. This is important for many reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you know what other transactions might still post to your account. For information about how and when we process these different payment types, see the "Payment Order of Items" subsection below.

Temporary Debit Authorization Holds Affect Your Account Balance. A temporary debit authorization hold immediately reduces your available balance or the amount of available funds in your account by the amount of the authorization request. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs include purchases of gasoline, hotel rooms, or meals at restaurants. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. The amount of the temporary hold is not applied to the underlying debit card transaction or to any specific transaction. If the debit authorization hold expires and the transaction has not been paid, the amount being held is returned to your available balance. After the hold expires, we determine whether you have sufficient funds available to pay the debit card transaction. If you do not have sufficient funds, the debit transaction will cause you to overdraw and you may incur an overdraft fee. This can occur even if your account had sufficient available funds when the merchant requested authorization. For an example of the effect of a temporary debit authorization hold, see Payment of Debit Card Transactions.

Posting Orders of Transactions. The order in which items are posted to your account is important, particularly if there is not enough money in your account to pay all of the items that are presented. The posting order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process transactions. We group different types of transactions into categories, and for each category, into applicable subcategories. Posting categories include holds (e.g., deposit holds, debit card authorizations, etc.),

credits (e.g., deposits, account transfers into your account, refunds of debit card transaction purchases, etc.), debits (e.g., checks, debit card transactions, ACH transactions, account-to-account transfers from your account, ATM transactions, and online "bill pay" transactions), and fees or service charges. At the end of each business day, our computerized systems assign each transaction received for that day to a category and subcategory. All transactions within a category are posted according to their applicable subcategory. All transactions within a subcategory are generally posted using the posting order or orders that apply to that subcategory, before we post any transactions assigned to the next subcategory. All transactions within a category are generally posted using the posting order or orders applicable to that category and the subcategories within it. We begin with the balance in your account at the beginning of the business day, subtract holds from your balance, and make any adjustments from prior days. Next, we generally add credits to your balance and then subtract debits from your balance. We then subtract any fees or service charges. As to the debit category, we list some of the common subcategories into which items are sorted and posted and summarize how we generally post them within the debit category.

- We add deposits and other credits to your balance;
- Next, we subtract from your balance checks without a check number (and checks for which our systems cannot read a check number) from lowest amount to highest amount.
- Then, for checks with check numbers, we subtract these items from your balance by check numbers sequentially in ascending order (i.e., from lowest check number to highest check number).
- Then, we subtract from your balance the types of items listed in this paragraph in order from the lowest to highest dollar amount. Common debit subcategories include but are not limited to:
 - electronic "bill pay" transactions;
 - ATM withdrawals from non-United Bank ATMs;
 - one time and recurring debit card transactions using a PIN;
 - one time and recurring debit card transactions using your signature;
 - wire transfers;
 - scheduled mortgage loan payments;
 - ATM withdrawals from United Bank ATMs; and
 - ACH transfers.
- We then generally post fees and service charges (such as NSF fees, OD fees, account maintenance fees, and ATM fees) to your account according to the transaction codes assigned to each type of fee or service charge.

If a check, item, transaction, or any other type of debit is presented without sufficient funds in your available balance to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt into overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

Payment of Debit Card Transactions. Debit card transactions are paid when merchants present them to the bank for payment—that is, when the merchant asks us to transfer the funds from your account to the merchant. Authorization and payment of debit card transactions do not occur at the same time – there can be days between.

If other account activity has caused the funds available in your account to drop below zero before the debit card transaction is paid, you may no longer have sufficient funds to pay the merchant. If that occurs, the debit card transaction will overdraft your account because we must honor our promise to pay the merchant. You may incur an overdraft fee when this happens.

Here is an example of how that may happen: On Monday we authorize a debit card transaction because you have enough available funds at the time. A hold is then placed on your funds until the merchant presents the transaction for payment. On Tuesday we process and post another transaction (such as a check you wrote) that reduces your available funds below zero. If the merchant presents the original debit card transaction for payment on Wednesday, and your available balance funds are now below the amount needed to pay the transaction, the debit card transaction will overdraft your account and you may incur an overdraft fee.

Daily Continuous Overdraft. If your account is overdrawn for five consecutive business days, you will normally be charged a continuous overdraft fee for each subsequent day that your account is overdrawn by more than \$5.

Obligation to Pay Overdrawn Balances and Fees. You shall be responsible for the immediate repayment of any negative balance resulting from an NSF fee or an overdraft regardless of whether we pay or return the item. If you fail to repay the amount overdrawn and applicable fees or charges, we have the right to pursue the collection of your account. This right continues even after your account has been closed and charged off. To the extent allowed by applicable state or federal law, you agree to pay all costs and expenses, including attorney's fees, we incur in collecting any overdraft. We may also report you to consumer credit reporting agencies, close your account, or both. These actions could affect your ability to open accounts in the future.

Overdraft Protection. We want to educate you on the overdraft coverage options you may qualify for in the event your available balance is insufficient to cover an item,

including debit card transactions and ATM withdrawals. Each overdraft coverage option is subject to various eligibility criteria, and not every customer will be eligible for one or more overdraft coverage options. We offer the following options:

1. We can set up an Account Transfer from a statement savings, money market or separate checking account, and funds will be transferred to cover the item that would overdraw your checking account.
2. You can apply for a small, unsecured line of credit that would be available to cover you when an item overdraws your account. There is an annual fee, a fee for each transfer, and an annual percentage rate on funds that are transferred from a line of credit to your checking account to cover any item(s) that will overdraw your account.

We also have our Overdraft Protection Program in which we strive to pay item when your available balance is insufficient to cover them. When an account has insufficient funds, a fee is charged for each item presented for payment whether the item is paid or returned unpaid. State and federal laws require us to operate in accordance with safety and soundness standards. Therefore, a continual evaluation of all accounts is performed to determine if it is financially sound to honor items that may cause you to overdraw your account. The account criteria we evaluate includes:

- Age of account
- Deposits to your account
- Frequency and regularity of deposits to your account
- Previous overdrafts to your account
- Whether your account is subject to legal or administrative orders or levies
- Status of any loans you have with us

Our Overdraft Protection Program policy may change and such changes may impact the way we handle your Overdraft Protection in the future. Changes include the following:

- Your overdraft limit may change daily, based on the account criteria identified above
- Your overdraft limit may be lower than any previously fixed overdraft limit
- Your overdraft limit may be reduced to \$0

We are not obligated to cover any items, including but not limited to checks, ATM withdrawals, Point of Sale transactions, debit card transactions, preauthorized transfers, or any other electronic transactions, presented for payment if your account lacks a sufficient available balance. Furthermore, the assessment of service charges for each item presented against an insufficient available balance does not obligate us to pay any such item, nor does it obligate us to provide you with prior written notice of our decision to refuse payment. Whenever we pay an item into overdraft, you are immediately required to deposit or transfer funds into your account to cover the overdrawn balance and any applicable NSF and/or OD fees. It is your obligation to keep your account in good standing and to bring your account to a positive balance immediately following any overdraft, without notice or demand from us.

Business, Organization and Association Accounts – Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless provided by law or our policy. Each person signing the signature card or completing other account opening requirements represents and agrees that they are fully authorized to execute all documents or otherwise complete our requirements in their stated capacity. Furnish all documents or other information necessary to demonstrate that authority and will furnish other documents and complete other requirements as we may request from time to time. We may refuse to recognize any resolution affecting the account that is not on our form or that appears to us to be incomplete or improperly executed.

Balance Information. Keeping track of your balance is important. You can review your balance in various ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by telephone, or coming into one of our branches.

Funds Availability. Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

In Georgia, Maryland, North Carolina, Ohio, Pennsylvania, Virginia and West Virginia, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by

using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. In general, your stop-payment order, whether we receive it orally or in writing, will be effective for six months. We will send you written confirmation of your stop-payment order which will include the date on which your stop-payment order will lapse. We may rely on the information in that confirmation unless you notify us immediately of any errors. We are not obligated to notify you when a stop-payment order expires. However, you can prevent your stop-payment order from expiring by renewing your stop-payment order before the end of the six-month period.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

In District of Columbia and South Carolina, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the check number and/or the amount of the item to the penny. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us.) Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

ACCOUNT CLOSURE - We reserve the right to close your account if there is a zero balance for at least 60 days.

AMENDMENTS AND TERMINATION - We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from

the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

In District of Columbia, North Carolina, Ohio, South Carolina, Virginia and West Virginia NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email or record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

In Maryland and Pennsylvania, NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email or record, or other electronic method to which you agreed, will be treated as delivered to you when sent.

STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations (including forgeries and counterfeit checks), you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other

account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

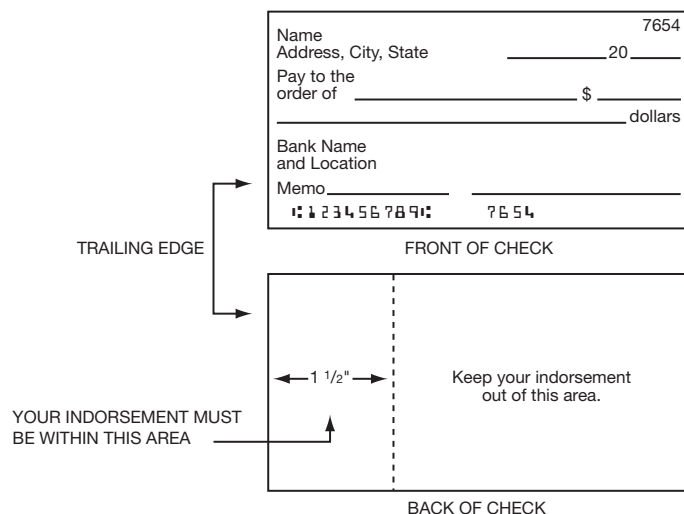
CHECK PROCESSING - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

ACCOUNT SECURITY

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do

not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

MONITORING AND RECORDING TELEPHONE, VIDEO AND OTHER COMMUNICATIONS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor and/or record any communications between you and us, or anyone acting on our behalf. The communication that may be monitored or recorded include telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live video/audio chats, or any other communications in any form. You consent in advance to any such recording. We will not remind you that we are monitoring or recording at the onset unless required by law to do so. To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. You agree to give your expressed consent for us to contact you using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

CHANGES IN NAME AND CONTACT INFORMATION - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

FUNDS TRANSFERS - You agree that this section is governed by Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A) and the terms used in this section have the meaning given to them in UCC 4A. You also agree to be bound by all funds-transfer system rules, rules of the Board of Governors of the Federal Reserve System (Board) and their operating circulars, as appropriate. Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board, this section is subject to UCC 4A as adopted in the state in which you have your account with us. If any part of this section is determined to be unenforceable, the rest shall remain effective. This section controls funds transfers unless supplemented or amended in a separate record. Generally, this section will not apply to you if you are a consumer. For example, this section generally does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA). However, this section does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA. To the extent this section is not inconsistent with the EFTA, this section may also apply to a consumer electronic fund transfer sent through the FedNow system or through the Real Time Payments system (RTP) operated by The Clearing House. In addition, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Unless otherwise required by the type of funds transfer you are

initiating, you may transmit a payment order orally or in a record, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of credit - If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. However, upon your written request, we will provide you notice of the receipt of a payment order or credit to the email address you provide to us, such email correspondence is hereby agreed and acknowledged by the parties to be reasonable notice in the circumstances. Notice through first class mail is available upon further request. The parties acknowledge and agree that any notice provided pursuant to this paragraph upon your request is provided by us as a convenience and we will have no liability to you if we do not give such notice or if we provide an incorrect or delayed notice.

Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Cancellation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/ or availability of such payments.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

RESOLUTION OF DISPUTES BETWEEN YOU AND UNITED

Resolution of Disputes Through Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

References to "United," "you," and "us" include our respective subsidiaries, corporate parents, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users of your United demand deposit account(s) or United-branded debit or automated teller machine card(s) under this or any prior or other agreements between us.

Most concerns can be resolved to your satisfaction by calling our Customer Service Center at 1.800.327.9862. **In the unlikely event that United's Customer Service Center cannot resolve your concern or if United has been unable to resolve any dispute it has with you after attempting to do so informally, we each agree to resolve those disputes through binding arbitration or small claims court instead of in a court of general jurisdiction.**

Arbitration is more informal than a lawsuit in court. Instead of a judge or jury, arbitration uses a neutral arbitrator. Arbitration also permits more limited discovery than in court, and is subject to very limited review by courts. However, arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**

For any non-frivolous claim that does not exceed \$75,000, United will pay all costs of the arbitration. In addition, in arbitration you are entitled to recover attorney's fees from United to at least the same extent as you would in court. Under certain circumstances, as explained below, United will pay you more than the amount of the arbitrator's award and will pay your attorney (if applicable) twice the reasonable attorney's fees if the arbitrator awards you an amount that is greater than what United has offered you to settle the dispute.

Arbitration Agreement

(1) United and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. This agreement to arbitrate includes (but is not limited to):

- claims arising out of or relating in any way to any aspect of the relationship between us, whether such claims are based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before this or any prior Agreement between us came into existence, including any claims relating to advertising; and
- claims that may arise after the termination of this Agreement or any other agreement between us.

Regardless of the foregoing, United or you may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal or state agencies. Such agencies can, if the law permits, seek relief on your behalf.

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND UNITED ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

This Agreement pertains to a transaction in interstate commerce, and thus the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) applies to the interpretation and enforcement of this agreement to arbitrate, notwithstanding any choice of law provision in this Agreement or any prior or other agreement between us. This agreement to arbitrate shall survive the termination of this Agreement or of any subsequent agreement between us.

(2) Before you may seek arbitration you must first send to United, by certified mail, a written Notice of Dispute ("Notice"). The Notice to United should be addressed to: Vice President of Compliance, United Bankshares, Inc., 1200 Grosscup Avenue, Dunbar, West Virginia 25064 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If United and you do not resolve the claim or dispute within 30 days after the Notice is received, you or United may commence an arbitration proceeding.

Before United may seek arbitration of any claim or dispute it has against you, United shall be required to send to you, by certified mail to your official address on file in United's records, a written Notice of Dispute. The Notice of Dispute shall (a) describe the nature and basis of the claim or dispute between us; and (b) set forth the specific relief sought by United. If you and United do not resolve the claim or dispute within 30 days after you receive the Notice of Dispute, you or United may commence an arbitration proceeding.

During the arbitration, the amount of any settlement offer made by United to you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled.

(3) After United receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the arbitration filing fee, unless your claim is for more than \$75,000. The filing fee is currently \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, United will pay it directly upon receiving a written request at the Notice Address.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address.

If AAA is unable or unwilling to serve as the provider or administrator of arbitration, United may substitute another national arbitration organization with similar procedures.

The arbitrator is bound by the terms of this Agreement. **All issues are for the arbitrator to decide, except issues relating to the scope and enforceability of the arbitration agreement that are for the court to decide.**

Unless United and you agree otherwise, any arbitration hearings will take place in the county of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's decision, including any award, will be binding on the parties. Judgment upon any award may be entered in any court of competent jurisdiction.

Except as otherwise provided for herein, United will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse United for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA Rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of United's last written settlement offer made before an arbitrator was selected, then United will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including, if applicable, any expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If United did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in Paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs.

Although under some laws United may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, United agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND UNITED AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and United agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. **If this specific provision is found to be unenforceable, then the entirety of this arbitration agreement shall be null and void.**

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

Check 21 Introduces Changes to Check Processing

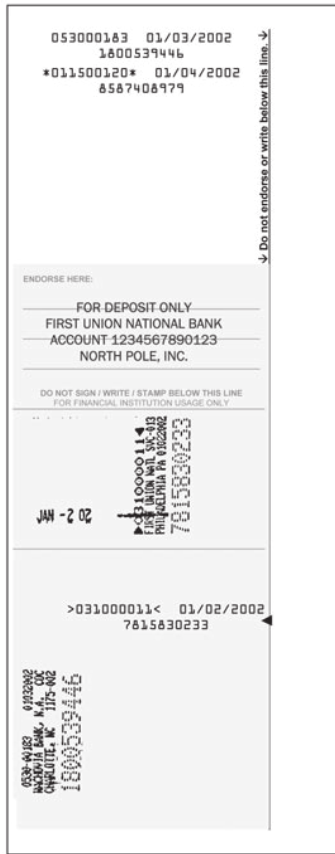
The Check Clearing for the 21st Century Act (Check 21) was enacted by Congress to reduce the time and expense associated with processing and transporting the billions of checks that Americans write each year, and as a means of fighting check fraud.

Financial institutions have the option to create a digital image of the original check, which is then transported through the payment system electronically, along with other information pertaining to the check. The original paper check may be destroyed. When the electronic image is converted back to paper, it is known as a "substitute check."

- A substitute check must be accepted as proof of purchase or payment by merchants, governments and other payees, just as if it were the original check.
- No individual, business or financial institution may "opt out" of Check 21.

What Does a Substitute Check Look Like?

The images below show the front and back of a sample substitute check. Slightly larger than a normal consumer check, the substitute check contains a reduced version of the original check, other documentation to identify the transaction, and the words, "This is a LEGAL COPY of your check. You can use it in the same way you would the original check."



How to Make a Claim for a Refund

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us as follows:

Write us at:

United Bank
 Deposit Operations
 PO Box 393, Charleston, WV 25322-0393

Call us at: 1.800.327.9862.

Send us an email. Log on to www.bankwithunited.com and click "Contact Us."

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings deposits. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Savings accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

Not all paper checks will be converted to substitute checks, and United Bank has no immediate plans to create substitute checks. However, we may receive them from other financial institutions.

If you receive your canceled checks with your statement, you may receive a combination of original checks and substitute checks. If your checks are not returned to you with your statement, you may receive a substitute check when you:

- Request a copy of a paid check from United Bank
- Receive a check you deposited that is returned unpaid

What Changes Can You Expect?

Check 21 won't change the way you write checks, or receive them from others. However, you may notice that checks clear faster - sometimes in a day or even less. This is one element in the government's plans to reduce check fraud, by identifying fraudulent items more quickly. But faster check clearing also means less "float," so it is important that you have the funds in your account to cover the checks you write to avoid overdrafts.

Please refer to the accompanying notice on your rights regarding substitute checks, and keep it with your files for future reference. If you have any additional questions, visit your nearest United Bank office or call us at 1.800.327.9862.

Your Rights Regarding Substitute Checks

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under the law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than theseventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

ACCOUNT DISCLOSURES

United Free Business Checking

Business Checking Plus

Checking Plus Non-Profit

Checking Plus Public Funds

Analyzed Business Checking

Non-Profit Business Checking

Public Funds Checking

IOLTA Checking, and MAHT Checking

Money Market Investment

Money Market Investment Account - Public Fund

Money Market Investment Account - Non-Profit

Super Money Market and Super Money Market - Public Fund Platinum Savings

Platinum Savings - Non-Profit and Platinum Savings - Public Fund

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - The interest will be compounded and credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Minimum balance requirements and fees - Please refer to the separate fee schedule for minimum balance requirements and fees that apply to these accounts.

COMMON FEATURES

See attached Fee Schedule for all Common Fees.

The categories of transactions for which an overdraft fee may be imposed include but not limited to: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Notice of Withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

Account Reorganization - Your checking or NOW account (transactional accounts) consists of two subaccounts. One of these accounts is a transactional subaccount, and you will transact business on this subaccount. The other is a nontransaction subaccount. You cannot directly access the nontransaction subaccount, but you agree that we may automatically, without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. We will make these automatic transfers so that **your ability to use your funds through your transactional subaccount will not be affected by this reorganization**. You will not see any change in the way your account operates, but this reorganization will allow us to be more efficient, and to hold down costs.



[BankWithUnited.com](https://www.BankWithUnited.com) | Member FDIC



United Bank DBA United Bankshares