



## BUSINESS ONLINE BANKING SYSTEM SERVICES AGREEMENT

The undersigned ("Customer") hereby accepts the offer of United Bank ("Financial Institution") to provide, subject to the terms and conditions set forth herein, access to the Business Online Banking System ("System") for reporting to Customer its account balance(s) and/or other cash management data related to its Financial Institution accounts and for such other services as may be agreed upon through the execution of one or more separate agreements, the terms of which shall be incorporated herein.

**PURPOSE.** The primary purpose of this Agreement is to authorize banking transactions by electronic means. When you use, or you permit any other person to use, the System, you agree to the terms and conditions of this Agreement.

**SERVICES.** The Financial Institution will enter into the System, as requested by Customer, balance information and/or itemized debit and credit information for Customer's Financial Institution bank account(s) on a daily basis. Financial Institution shall provide system instructions to Customer. You may use the System to request the following transactions for accounts that may be accessed through the System:

- Transfer funds between your United Bank checking and savings accounts;
- Obtain certain account balance and transaction information;
- View front and back images of posted checks;
- Order bill payments from your checking account to Payees;
- Order wire transfers from your checking account to Payees (additional agreement required);
- Order us to stop payment of checks drawn by you on your checking accounts;
- Originate ACH debit and/or credit transactions from your accounts (additional agreement required);
- Use the Remote Deposit service to deposit checks into your accounts from your location (additional agreement required) and;
- Use the Positive Pay service to compare cleared checks against your previously submitted issue files (additional agreement required).

**SYSTEM MANAGER.** The term "System Manager" refers to a person you designate as such to establish and maintain access to the System by the Users. The term "User" refers to a person so designated by a System Manager to engage, on your behalf, in one or more of the electronic banking services permitted by this Agreement. A System Manager shall have the authority to designate and remove a User as such, and to establish the scope of each User's authority with respect to the System.

**USE OF PASSWORD; AUTHORIZATION.** In order to enable customer to access the System, Financial Institution shall issue to System Manager a User ID and Password and/or security token devices (hereafter called "credentials") which shall be confidential. Customer agrees to disclose the credentials only to persons authorized to access the System and further agrees to establish and maintain procedures to safeguard any credentials furnished by Financial Institution. Customer agrees to notify Financial Institution at once if it believes any credentials have been learned by an unauthorized person. If Financial Institution believes that security has been breached, it may change the credentials without prior notice. Customer authorizes Financial Institution to consider any access to the System to be Customer's authorized access.

The User's credentials identify the User as an individual who is authorized to conduct transactions with the account and validates the directions given. The passwords used by each User with the System act as the signature of the owner of the account. By each User's use of the credentials to gain access to the system and directing us in your use of the system, you authorize us to follow those directions. All electronic communications that are authenticated and validated by us will be deemed to be valid and given the same effect as written and signed paper communications.

As an enhanced online security feature, the System utilizes the RSA Authentication Multi-Factor Authentication Solution. RSA Authentication provides you added safety by helping ensure that only you can access your bank account. Your RSA Authentication image and phrase is a picture and image title that is a shared secret between you and United Bank. When you see your RSA Authentication image you can be confident that you are at the legitimate bank web site and not an imposter site. In addition, RSA Authentication remembers which computer(s) you normally use, preventing potential fraudsters from logging in to your account even if they somehow obtain your login credentials. When the computer you are using to access the system is not recognized, you must verify your identity by responding correctly to the Challenge Questions that you established during the user enrollment process before you can proceed to access the System.

The system also utilizes token devices as an added layer of security. You may be issued one or more tokens, depending on the specific functions of the System you will be utilizing. After a one-time registration process, you will log in to the System with your current IDs and passwords and a unique one-time six-digit password generated by the token. You agree to establish and implement physical, technical and administrative measures to prevent unauthorized use of security tokens. Losses that arise from unauthorized access to the System because of improper safekeeping of tokens are the responsibility of the Customer. You agree to notify us immediately if any tokens should be lost or placed in the custody of an unauthorized person.

**INTERNAL FUNDS TRANSFER SERVICE.** You may use the internal funds transfer service to schedule (a) the transfer of funds between your United Bank checking, savings and money market accounts with us and (b) the payment of your credit or loan accounts with us from your checking, savings and money market accounts. The service allows you to make funds transfers in two ways:

- A future dated transfer is a single transfer of funds to be made on a date you specify up to 30 days in advance.
- An immediate transfer is a single transfer of funds to be made as soon as possible after you request the transfer.

**BILL PAYMENT SERVICE.** You may use the bill payment service to schedule the distribution of funds from your checking or money market account to Payees that you have selected to receive payment using the service. The service allows you to make bill payments in a number of ways:

- An immediate payment is a single transfer of funds to a Payee to be made as soon as possible after you request the transfer, but not later than 5 business days before the bill is due.
- A recurring payment is one of a series of transfers of a fixed amount of funds to a Payee on a regular periodic basis.
- A future dated payment is a single transfer of funds to a Payee to be made on a date you specify up to one year in advance.
- A payment that is made in conjunction with an electronic bill ("e-bill").

The bill payment service is offered through CheckFree Services Corporation. By using the bill payment service, you agree to the additional Terms and Conditions outlined by CheckFree that are available on the bill payment service module of the System. We may terminate your access to the bill pay service after six consecutive months of inactivity.

Bill payments made through the service require sufficient time for the payee to credit your account properly. To avoid late charges by the payee, you must schedule a payment sufficiently in advance (at least five business days) of the due date of your payment. We cannot guarantee prompt receipt and processing of payments by payees. We shall not be responsible for any charges imposed or other action taken by a payee because of a late payment, including but not limited to finance charges and late fees.

**WIRE TRANSFER SERVICE.** You may use the wire transfer service to order wire transfers from your checking account to Payees. You may only use the wire transfer service if you have completed and signed a United Bank Funds Transfer Agreement, including the United Bank Funds Transfer Procedures Guide (together, the "Funds Transfer Agreement"), and the Funds Transfer Agreement remains in effect. Any communication required or permitted to be in writing under the Funds Transfer Agreement will be effective as such if transmitted electronically by your use of the service.

**STOP PAYMENT ORDERS.** An order by you to us, using the System, to stop payment of a check drawn by you on your checking account is subject to applicable law concerning stop payment orders, and such an order, using the System, shall be considered to be an order made in writing.

**ACH ORIGINATION.** You may use the ACH origination service to initiate ACH debits and credits to consumer and commercial US bank accounts. You may only use this service if you have completed and signed the Consolidated ACH Origination Agreement and have been approved and the Consolidated ACH Origination Agreement remains in effect.

**REMOTE DEPOSIT.** You may use the remote deposit service to deposit paper items (checks) into your United Bank checking or savings accounts at your location using the scanning device provided to you by United Bank. You may only use this service if you have completed and signed the Remote Deposit Application and Remote Deposit Services Agreement and have been approved and the Remote Deposit Services Agreement remains in effect.

**POSITIVE PAY.** You may use the positive pay service to send United Bank a list of the checks that you have issued so that we may compare the amounts and serial numbers of checks that clear your account against the list that you provide us. You may only use this service if you have completed and signed the Positive Pay Services Agreement and have been approved and the Positive Pay Services Agreement remains in effect.

**ACCOUNT RULES AND REGULATIONS.** You agree that the use of the System is subject to the rules and regulations of each account and any other applicable agreements you have with us. This Agreement will control if there is a conflict between agreements.

**ACCOUNT TRANSFER LIMITS.** Transfers out of your savings type accounts, including money market accounts, may be limited to six per month or monthly statement cycle. Such limited transfers include any combination of the following: (1) telephone transfers; (2) Business Online Banking transfers; (3) deductions from your account to pay third parties; (4) checks, drafts or similar orders made by you (if your account offers these privileges); (5) and any other preauthorized or automatic transfers. These limits are imposed by federal law. If the limits are exceeded, we reserve the right to charge a fee, close the account, or reclassify the account as a transaction account.

**POSTING AND CUT-OFF TIMES.** Our business days are Monday through Friday, excluding holidays. Transactions conducted on a business day before 6:00 p.m. (Eastern Time) are posted to your account as of that business day. Transactions conducted at or after 6:00 p.m. (Eastern Time) on a business day or on Saturday, Sunday or a holiday, are posted to your account as of the next business day. Positive Pay has a different cut-off time. Refer to the respective Services Agreement for the appropriate cut-off time for that service.

Preauthorized transfers scheduled to be completed on a business day will be posted to your account as of that business day. Preauthorized transfers scheduled to be completed on a day other than a business day will be completed and posted to your account as of the EARLIEST business day after the transfer is scheduled. Preauthorized transfers scheduled to be completed on a day, which does not exist in a certain month, will be completed and posted to your account as of the last business day of the month.

Transactions posted to your account as of a certain business day may not be reflected in account balances revealed by your use of the System until the next business day.

**EQUIPMENT.** The minimum hardware/software requirements are: Windows 98, Internet Explorer 5.5 SP2 w/ 128 bit encryption, Adobe Acrobat Reader 5.0 or higher, VGA graphics capability, 16 bit color palette, screen resolution of 800x600 pixels, and 28.8 Kb ISP connection. You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary for performing the System. We will not be responsible for any errors or failures from the malfunction or failure of your hardware, software or any Internet access services. Token devices are property of United Bank and must be returned upon termination of this agreement. The replacement fee for a lost token is \$50.00.

**LIABILITY; LIMITATION ON OUR LIABILITY.** Customer agrees that Financial Institution's responsibility to Customer under this Agreement shall be limited to the exercise of ordinary care except as provided in the paragraph pertaining to the amendment of this agreement. Financial Institution shall not be responsible for delays or failures in performance caused by events beyond Financial Institutions reasonable control or by periods of unavailability of the System due to unexpected failure thereof. Customer agrees to indemnify and hold Financial Institution harmless (including the payment of reasonable attorneys' fees) against all liability arising out of, or in connection with, the services provided hereunder unless such liability arises out of the gross negligent conduct or willful acts of Financial Institution. **CUSTOMER EXPRESSLY AGREES THAT IN NO EVENT SHALL FINANCIAL INSTITUTION BE LIABLE FOR LOST PROFITS OR FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT LOSSES OR DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES CONTEMPLATED BY THIS AGREEMENT EVEN IF FINANCIAL INSTITUTION IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**AVAILABILITY OF SERVICES.** The ability of Financial Institution to provide access to the System is conditioned upon the continued operation and availability of the computers which house the System and of the telecommunications network connecting Customer's equipment to the System. In the event access to the computer or network is suspended or terminated for any reason, Customer agrees that Financial Institution will not be responsible for Customer's lack of access.

**FEES AND CHARGES.** The specific System services governed by this Agreement and the corresponding Financial Institution charges are detailed in the attached Schedule. Financial Institution reserves the right to change the stated System charges and the Schedule from time to time upon reasonable notice to Customer. Fees will be paid by the Customer through a charge to the Customer's monthly account analysis. The Schedule contains essential information and limits on the use of the System which should be carefully reviewed by Customer, and Customer agrees to comply with the requirements set forth in this Agreement and in the Schedule each time it accesses the System services.

**NO CONSUMER ACCOUNTS.** You acknowledge, represent and warrant that all accounts that can be accessed under this Agreement are not accounts established primarily for personal, family or household purposes. Accordingly, the provisions of the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Regulation E, as amended (12 C.F.R. 205), and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to any transactions involving accounts subject to this Agreement, except to the extent such provisions are expressly set forth herein.

**AMENDMENT OF THIS AGREEMENT.** We may change the terms of this Agreement at any time, including changes to the System. We will notify you of the changes as required by law. Your use of the System, including any new or additional service, after the effective date of the change will constitute your acceptance of and agreement to the change.

We have the right to suspend or cancel the System in whole or in part, at any time, without cause or notice.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Customer irrevocably consents and submits to the personal jurisdiction of the state or federal courts located where the headquarters of Financial Institution are located.

**TERMINATION.** This Agreement shall continue and remain in full force and effect until written notice of termination has been received by Financial Institution and Financial Institution has been afforded a reasonable opportunity to act on such notice or until Financial Institution has notified Customer by written or oral notice. We may terminate your access to the System after four consecutive months of inactivity. Upon termination of this agreement you agree to return the token device(s), if any, to United Bank.

**ASSIGNMENT.** We may assign or transfer this Agreement.

**COMPLETE AGREEMENT.** This Agreement contains the complete agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreement. Customer further agrees that it does not rely on any statements, representations, agreements, or warranties except as expressed herein.

**HOW TO CONTACT US.** If you believe a user's credentials and/or token devices have been lost or stolen or that an unauthorized transaction on any of your accounts has occurred or may occur, please contact us immediately by calling us at (800) 730-6169 or by writing to us at United Bank, Cash Management, 14426 Albemarle Point Place, Ste. 100, Chantilly, VA 20151. You may be denied access to the System until the System is reactivated and new credentials and/or tokens are obtained.

This Agreement is hereby accepted this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

BRANCH USE ONLY:

BR. #: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

## FEE SCHEDULE AND ADDITIONAL SERVICES ADDENDUM

BUSINESS ONLINE BANKING BASIC	FREE	<u>Mark Box to Request Additional Services</u>
<b>BILL PAY*</b>	FREE for first six months \$6.75/mo (incl. 15 bill payments) \$0.50 each bill payment over 15	<input type="checkbox"/>
<b>WIRE TRANSFER</b> (under Separate Agreement)	See Business Accounts Fee Schedule	<input type="checkbox"/>
<b>ACH ORIGATION</b> (under Separate Agreement)	\$75.00/mo \$0.25/transaction	<input type="checkbox"/>
<b>REMOTE DEPOSIT</b> (under Separate Agreement)	\$75.00/mo \$0.25/deposited item	<input type="checkbox"/>
<b>POSITIVE PAY</b> (under Separate Agreement)	\$75.00/mo	<input type="checkbox"/>
<b>BAI FILE TRANSMISSION</b>	\$75.00/mo \$0.21/line	<input type="checkbox"/>

**Note:**

**\*All Bill Pay fees waived for Free Business Checking customers.**

**Company shall pay the above fees or charges for services provided herein and authorizes United Bank to charge the account noted on the Setup Addendum for these fees and charges.**

**Cash Management service charges may be offset by the collected balances in your United Bank deposit accounts through account analysis.**

\_\_\_\_\_  
**Initial**

# SETUP ADDENDUM

Check if modification to an existing setup

## Customer Information:

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Tax ID#: \_\_\_\_\_

Phone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Fax #: \_\_\_\_\_

Account number to charge, if applicable: \_\_\_\_\_

Will there be online payments to commercial loans or lines of credit?

YES

NO

Will there be more than one user accessing online banking?

YES

NO\*

\*If your needs change and you require additional users, please contact us for assistance.

## Account Information:

Account #: \_\_\_\_\_

Title: \_\_\_\_\_

Account #: \_\_\_\_\_

Title: \_\_\_\_\_

Account #: \_\_\_\_\_

Title: \_\_\_\_\_

Account #: \_\_\_\_\_

Title: \_\_\_\_\_

Account #: \_\_\_\_\_

Title: \_\_\_\_\_

Account #: \_\_\_\_\_

Title: \_\_\_\_\_

Attach an additional page if needed.

## Primary System Manager Information:

(Individual responsible for establishing and maintaining user access with the company.)

System Manager's Name: \_\_\_\_\_

System Manager's Title: \_\_\_\_\_

System Manager's E-mail Address: \_\_\_\_\_

(OPTIONAL)

## Secondary System Manager Information

(Individual responsible for establishing and maintaining user access with the company.)

System Manager's Name: \_\_\_\_\_

System Manager's Title: \_\_\_\_\_

System Manager's E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Initial