

## **Union Bank and Trust Company – Online Banking Agreement**

This Agreement describes your rights and obligations as a user of the Online/Internet Banking service and the optional Bill Payment service ("Services"). It also describes the rights and obligations of Union Bank and Trust Company. Please read this Agreement carefully. **By requesting and using these Services, you agree to comply with the terms and conditions of this Agreement.** The following information applies to all Online/Internet Banking and Bill Payment users, except where limited to personal or business relationships.

**Definitions** - The following definitions apply in this agreement. "Internet Banking", "Online Banking", or "Bill Payment (Bill Pay)" are the internet-based services providing access to your accounts to obtain information, transfer funds, and utilize the optional Bill Payment service; "Online Account" or "Account" means any deposit or loan account from which you will be conducting transactions using a Service; "Login ID" is your User Identification Code assigned by us and "Password" is the code that you personally select, when logging in to the system the first time, that establishes your connection to the Service. "Time of day" references are to Eastern Standard Time or Eastern Daylight Time, as applicable. "We," "us", "our", "bank", or "UBT" refer to Union Bank and Trust Company which offers the Services and which holds the accounts accessed by the Services. "You", "your", "customer", or "user" refer to the Internet Banking Customer.

**Access to Services** - UBT will provide online instructions on how to use the Online Banking service or Bill Payment service through the Help functions available at the site. You will gain access to your Online Accounts through the use of your internet-enabled device, your Internet Service Provider, your Login ID and your Password. The Login ID and Password are both case sensitive. You may change your password anytime via the Online Banking system Security Preferences menu option. You must have at least one UBT account to enroll as an Internet Banking user. Optional Bill Payment services require a designated checking account to be used as your Bill Payment Account.

**Use of your Security Password** – Your password must meet certain requirements which are detailed on the screen. For your protection, be sure to choose a password that is not easy for others to guess. You agree not to allow anyone to gain access to the services or to let anyone know your password used with the services. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

After three unsuccessful attempts to use your password, your access will be locked out and you must contact us to have your password reset or to obtain a new temporary password. Please call us at either 570-622-3011 or 570-622-3970 and tell us that you need assistance with your password and you will be directed to someone available to assist you.

You should take appropriate steps to protect yourself from fraud, including the following:

- (1) Do not give your account information, password, or login ID to anyone.
- (2) Never leave your computer unattended when you are using online banking.
- (3) Be sure to sign-off and close your browser to end your Online Banking session.
- (4) The security of computers used in public places cannot be assured, therefore it is best not to access the online banking service using a public computer. If you must use a public computer for some reason, please select one-time access instead of registering the computer.
- (5) Memorize your password and do not write it down.
- (6) Do not send confidential account information using email outside of UBT's online banking secure message option.
- (7) Consider changing your password on a regular basis.
- (8) Review your account information regularly.

**Protecting your Computer** - You agree that we are not responsible for any problems related to any type of electronic viruses that may infect your computer. We recommend that you routinely scan your computer using a virus protection product. UBT makes no warranty to you regarding your computer or your software. You are responsible for your computer, including the installation, maintenance, and operation of your computer and browser software.

**If your Password has been lost or stolen** - If you ever believe that your password has been compromised, change it immediately via the Online Banking system "Security Preferences" menu option. If your password has been lost or stolen, call or visit any of our offices for personal Customer Service, during normal business hours. Telephoning the bank is the best way of minimizing your losses. If you believe your password has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose a maximum of \$50 if someone uses your password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

**If your statement shows transfers that you did not make** - If your statement shows transfers that you did not make, notify us immediately by calling or visiting any of our offices, calling either 570-622-3970 or 570-622-3011, sending a secure message via online banking, or writing UBT Customer Service at: Union Bank and Trust Company Customer Service, P.O. Box 119, Pottsville, PA 17901-0119. Please provide the following information: (1) Tell us your name and account number; (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information; and (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 questions in writing within ten (10) business days.

If you do not notify us within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if we had been notified in time. If a good reason (such as a long trip or hospital stay) delayed you from contacting us we will extend the time periods.

**Banking Transactions with Online Banking** - In addition to viewing account information for the checking, savings, certificate of deposit, or loan accounts you designate as an authorized owner, co-owner, or signer, you may use Online Banking to conduct the following transactions:

- (1) Transfer funds among your designated checking accounts, statement savings accounts and make loan or line of credit payments. Transfers may include one-time transfers, scheduling of future transfers, or recurring transfers. NOTE: Because federal regulations require UBT to limit pre-authorized transfers on certain types of accounts (including Online Banking transfers), the following limitations apply:
  - (a) UBT's online banking service allows transfers to be made on checking accounts and statement savings accounts. Loan or line of credit payments may be made from checking or statement savings accounts.
  - (b) The Bill Payment service is limited to only checking accounts, and excludes money market checking accounts.
  - (c) Money Market checking account - regulations limit the number of preauthorized or automatic transfers by telephone or online service from money market deposit accounts (please refer to your account agreement). Each transfer or payment through the Service from your money market account is counted as one of the limited transfers you are permitted for each month or statement cycle.
- (2) Other services include the ability to: view account balances, transfer funds between your accounts, view transaction history, export transactions, search transactions, print transaction history, initiate stop payments, communicate with the bank utilizing secure messaging, create notifications such as balance alerts and event reminders, optional bill payment service, additional services for commercial customers, and more.
- (3) Additional services may be introduced from time to time. The Bank will make these new services available online. By using these services when they become available, you agree to be bound by the rules made available to you online concerning these services.
- (4) Business account owners may also designate an authorized "user" to perform specific functions to meet certain business needs. Business account owners agree to assume all risks and losses associated with the establishment of an authorized user designated by an account owner.

**No Signature Required** – Accessing the services utilizing your User ID and Password establishes your identity and access to accounts designated by you. All communications or the generation of items to be charged to your account will be deemed to be valid and authenticated. You agree that we may debit your account without requiring your signature on the item and without prior notice to you.

**Fees** - Fees may apply based on the current fee schedule, which is available at any branch location. Any changes related to fees will be effective at the earliest date allowed by applicable law.

**Bill Payment Service** - The Bill Payment service permits you to use your Internet-enabled device to direct payments from your designated online Bill Pay Account to third parties you wish to pay. Your Bill Pay Account must be a checking account, excluding money market accounts. Through the Bill Payment service, you can pay bills from your Bill Pay Account to businesses or individuals.

All payments you make will be deducted from the account that you designate as your Bill Pay Account for the Bill Payment service. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the continental United States. Tax payments and court ordered payments may be scheduled through the service; however such payments are discouraged and must be scheduled at your own risk. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

The earliest possible Scheduled Payment Date for each Biller will be designated within the application when you are scheduling the payment. Note: Some billers may not always credit your account on the same day that they receive the payment. Please be sure to allow extra time for billers to credit your account so the payment is not considered late. You agree that UBT shall not be responsible for the timely delivery of payments or any charges imposed or other action taken by the payee. You also agree that you are responsible for losses or fees assessed due to insufficient funds or other conditions that may prevent payments from posting to your account.

Funds must be available in your Bill Pay Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday or holiday), funds must be available in your Bill Pay Account the previous business day (e.g., Friday). Note: if the payment is sent electronically, the payment is withdrawn from your account on the pay date. If the payee cannot receive electronic payments, the service sends a check to the billing address that you indicated. For some checks, the payment is withdrawn on the pay date and others are withdrawn when the check is cashed.

You may choose to schedule payments to recur in the same amount at various frequencies including weekly, monthly or annually (a "recurring/automatic payment"). If a recurring payment is chosen, the bill will be paid automatically each billing period. If the payment is not a recurring payment, it will be a "one-time payment." One-time payments do not recur and are not made until you enter the payee and amount of the current bill and submit the payment. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application.

To create a new payee in the Bill Payment service, follow the directions within the application. The bill payment service also includes the ability to access various Online Bill Payment Help sections to assist you with the process and provide a clearer understanding if necessary.

If you opt to enroll in the Bill Payment service, you must agree to the additional Terms and Conditions of the bill payment service to complete the bill payment service enrollment process. The Terms and Conditions are an agreement between you and the third party bill payment service provider and Union Bank and Trust Company regarding your Online Bill Payment service. This third party will perform all bill payment customer support and research for you. They are available 24 hours a day for your convenience by calling: **888-918-7636**.

**Electronic Mail** – When you login with your user ID and password, UBT's Online Banking service includes the ability for you to send a "secure message" to the Bank and for the Bank to respond back to you securely. Any message from us will appear in your online banking mailbox and provide an alert to you on the Account Overview page when you log in to online banking. Secure messages are also available to you via the "Services Messages" menu option. If you send the Bank an electronic mail message, UBT will be deemed to have received it on the following business day, in order for us to have a reasonable time to act on your e-mail. You should not rely on electronic mail if you need to communicate with the Bank immediately - for example, if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. You agree that UBT may

respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by UBT shall be considered received within three (3) days of the date sent by UBT regardless of whether or not you sign on to the Service within that time frame. Note: Email transmissions outside of UBT's Online Banking secure message option are not secure. To ensure the security of your account information, always use UBT's Online Banking secure message option if you need to communicate confidential account information. You cannot use the "secure message" feature to initiate transactions.

**Other Agreements** - In addition to this agreement, you and the Bank are bound by the terms and conditions of the agreements applicable to each of your accounts with the Bank. You should review other disclosures received by you when you opened your accounts at UBT. Your use of the online services is your acknowledgment that you have received these agreements and intend to be bound by them. If you opt to enroll in the bill payment service, additional terms and conditions will apply at the time of enrollment. You agree to pay the fees for the online banking services as indicated in the current fee schedule (available at any branch location) at this time, and as in effect in the future, including changes to the Fee Schedule. You authorize us to automatically deduct the fees related to the services from your designated primary checking account each month.

**Hours of Operation** - The Services are available 24 hours a day, seven days a week, except during periods of special maintenance, updating, and revising software. For purposes of transactions, UBT's business days are Monday through Friday, excluding holidays. All online service transaction requests received after 4:30 p.m. on business days and all transactions which are requested on Saturdays, Sundays or holidays on which UBT chooses to remain closed, will be processed on the next business day. UBT's business day begins at 9:00 a.m.

**Agreement Modifications** - UBT may modify the terms and conditions applicable to the services from time to time by making the new terms and conditions available at our web site. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may provide notification to you by mailing or electronically delivering a notice of modifications to you and you will have been deemed to have received it three days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

**In Case of Errors or Questions About Your Electronic Transfers** - If you think your statement is wrong or if you need more information about a transfer listed on the statement, contact: UNION BANK AND TRUST COMPANY, Operations Department, PO Box 119, Pottsville, PA 17901-0119, or send a secure message via online banking, or call: (570) 622-3011 or (570) 622-3970 as soon as you can. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (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 forty-five (45) days (ninety (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 ten (10) business days (twenty (20) business days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless each of you already had an established account with us before this account is opened.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that we used in the investigation.

You agree that we may respond to you by electronic mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign on to the Service within that time frame.

**Record of transaction** – You will receive a confirmation/tracking code for all transactions initiated with our Online Banking services. Please be sure to keep this reference code as part of your records. Your regular account statement will also reflect all activity performed utilizing the online services.

**Our liability for failure to make a transfer** - If we do not properly 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 the amount of any losses or damages incurred by you and resulting directly from such failure. We will not be liable in the following instances:

- (1) If through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer, despite reasonable precautions that we have taken.
- (3) If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- (4) If your funds are subject to legal process or other encumbrance restricting the transfer.
- (5) If your transfer authorization terminates by operation of law.
- (6) If you believe someone has accessed your accounts without your permission and you fail to notify us immediately.
- (7) If you have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
- (8) If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- (9) If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

**Disclaimer and Limitation of Liability** - UBT does not and cannot warrant that the services will operate without errors or that the services will be operational and available at all times. Unless otherwise required by law, we will not be responsible for any losses or damages from the use of the services provided under UBT Online Banking. You are liable for all transactions you make or that you authorize another person to make. UBT is not responsible for a transaction that is not made if you cannot provide the confirmation number related to the transaction in question. You agree that UBT will not have any liability to you or any third party for any indirect, special, consequential, incidental or punitive losses, damages or expenses resulting from or arising out of this agreement. We are not liable for any loss or liability resulting from any failure of your equipment or software, including an internet browser, by an internet access provider, or online service provider. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

**Disclosure of information to third parties** – We will disclose information to third parties about your account or the transfers you make resulting from any of the following:

- (1) Where it is necessary for completing transfers.
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- (3) In order to comply with government or court orders, or other reporting requirements.
- (4) If you give us your written permission.
- (5) To UBT affiliated companies.

The mission of Union Bank and Trust Company is to serve its community as an independent bank by providing a full range of quality commercial banking services and products at fair and competitive prices. As financial services professionals entrusted with sensitive financial information, we respect the privacy of our customers and are committed to treating customer information responsibly.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us;
- Information between our customers and nonaffiliates, and
- Information we receive from the consumer reporting agency.

We do not share current or previous customers' nonpublic personal information with affiliates or with nonaffiliated third parties except as permitted by law. Your personal information is limited to those employees with specific business reasons for utilizing this data. Our employees are instructed on the importance of confidentiality and privacy. We also maintain high security standards and procedures to conform to industry standards.

The current disclosure is also available on our website. You will be notified of any changes to the above disclosure.

**Electronic Delivery** – You agree that any notices, disclosures, or other communications, including this agreement, may be provided by us electronically by posting on our website or other electronic means. You agree to notify us if you change your email address.

**Inactivity; Termination** - You are responsible for complying with all the terms of this agreement and with the terms of the agreement governing the accounts which you access using electronic banking services. We can terminate your electronic banking privileges (including the bill payment service) under this agreement without notice to you if you do not pay any fee required by this agreement when due or if you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing. We will promptly notify you if we terminate this agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the service(s), we may convert your account to inactive status if you do not sign on to the service or have any transaction scheduled through the service during any consecutive 60 day period. If your account is considered inactive, you must contact us to have the service activated.

To cancel the Online Banking and/or Bill Payment service, you must notify us by calling or visiting any of our offices, calling either 570-622-3970 or 570-622-3011, sending a secure message via online banking, or writing UBT Customer Service at: Union Bank and Trust Company Customer Service, P.O. Box 119, Pottsville, PA 17901-0119. Please provide the following information: (1) your name (2) address (3) account number (4) whether you are discontinuing Online Banking, Bill Payment or both and (5) the effective date to stop the service. We will act on your request within three business days of receipt. When bill payment is terminated, any prescheduled bill payments made through online banking will also be terminated. Your final charge for the bill payment service will be assessed.

**Agreements** - In addition to this agreement, you agree to continue to meet the requirements of the agreements related to each of your accounts that you designated to be accessible utilizing this service. Your use of Online Banking is your acknowledgement that you have received these agreements and intend to be bound by them. You agree to receiving other disclosures and the current fee schedule when establishing your account relationships. You agree to pay the fees for services as established in the Fee Schedule at the time of execution of this agreement and as in effect from time to time thereafter. The fee schedule is subject to change. Any fees related to the services will be deducted from your primary checking account.

This agreement shall be binding upon the parties, their successors and the assignees of the Bank. This Agreement is governed by the laws of the State of Pennsylvania and applicable federal law.

**By clicking on the "I Accept" button, you agree to the terms and conditions of this agreement. Please print and keep this Agreement for future reference. A current copy of the agreement is also available on our website at:**

[www.unionbankandtrustcompany.com](http://www.unionbankandtrustcompany.com)  
Online Banking Button → Learn More