

United Bank & Trust

Business Online Banking User Agreement

This Business Online Banking User Agreement (“Agreement”) sets out the terms on which you may use the Business Online Banking services from United Bank & Trust (the “Bank”) using the Internet and/or a mobile device. By clicking “I Agree” to this Agreement or using the Business Online Banking service or UBT Biz Mobile application, you agree to all of the terms of this Agreement.

This Agreement supplements all other agreements and disclosures related to Client accounts, including the Business Online Banking Agreement, ACH Agreement, Wire Transfer Agreement, Remote Deposit Capture Agreement, Deposit Account Agreement and account disclosures. If there is a conflict between this Agreement and any other agreements or disclosures, or any statements made by employees or agents of the Bank, this Agreement controls.

1. Definitions

You or Your – The person using the Business Online Banking service and/or UBT Biz Mobile Banking application.

Client – The Business or Organization authorizing its user to use the Business Online Banking service and/or UBT Biz Mobile Banking application to conduct business on the Client’s behalf.

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

Account – Any account that are assigned to your user profile in the Business Online Banking agreement and related agreements.

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

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

2. Amendments.

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

3. Assignment.

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

4. Governing Law.

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

5. Arbitration Agreement and Waiver of Jury Trial.

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

- (a) Each Party shall be subject to the personal jurisdiction of the courts located in the state of Kansas and waives

the right to assert lack of personal jurisdiction in any legal proceeding.

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

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

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

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

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

7. Available Services.

The following banking services may be available to you through the Business Online Banking service and UBT Biz Mobile application: access to current account information, view check and deposit images, transfer funds among accounts at the Bank, make payments to loan accounts at the Bank, view current and past bank statements, receive electronic statements ("eStatements"), initiate payments using the Bank's online bill payment service, initiate Wire Transfers, initial ACH files and deposit checks remotely. These services require an agreement to be entered into between the Client and the Bank.

8. Proper Use of Services.

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

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

9. Registration Process.

Users will be registered by the Bank after receiving a completed and authorized Business Online Banking Agreement. An Access ID and temporary password will be provided to each user. A token may be issued instead of a password if required by an additional service.

10. Getting Started.

In order to use the Business Online Banking service, you must obtain access to the Internet through a provider of your choice. Business Online Banking and UBT Biz Mobile may not be compatible with all operating systems and browsers. View the current list of compatible software at www.ubankonline.com under Business Online Banking in the Online Services menu. Your mobile device must have Internet access to use the UBT Biz Mobile application.

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

11. Security Procedures.

During your initial login, you will be prompted to establish a Password. The password you create must be between eight (8) and seventeen (17) characters in length. Your password must include at least two (2) letters and at least two (2) numbers. We recommend that you do not use words in your password, but use a combination of upper and lower case letters. These combinations make it more difficult for anyone to guess your password. Your password will expire every ninety (90) days, so you will be prompted to change your password before it expires. If a Token has been issued, you will be provided a temporary 4 digit PIN instead of a password. You will be prompted to change the PIN during the initial login process.

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

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

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

Log-On Security. You will be required to enter your Access ID and password each time you log on to the Business Online Banking service or UBT Biz Mobile application. You will be prompted to answer a challenge question or to receive a one-time authentication code to the email address associated with your user profile. If a Token has been issued to you, you will be required to enter the one-time code displayed on the token plus a four digit PIN Number in addition to your username.

The Bank will end your session if we have detected no activity for twenty (20) minutes for the Business Online Banking service or for ten (10) minutes for UPay and UBT Biz Mobile application.

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

12. Acknowledgment of Commercially Reasonable Security Procedures.

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

13. Security is a Joint Responsibility.

The methods used by criminals to commit fraud grow and become more sophisticated every day. You acknowledge that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and potentially

can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others. You should never give out any of your personal financial information over the Internet. Be suspicious of email messages that contain links to other websites for validation of any financial or personal information. Please refer to the security section on the Bank's website for important security updates.

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

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

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

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

14. Right to Interrupt Business Online Banking and UBT Biz Mobile.

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

15. Disclaimer of Warranty and Limitation of Liability.

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

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

16. No Signature Required.

When any payment or other on-line service generates items to be charged to Clients account, you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

17. Your Right to Terminate.

You may cancel your use of Business Online Banking service or the UBT Biz Mobile application at any time by sending written notice to the Bank by U.S. mail or fax.

Address: United Bank & Trust
Attn: Electronic Banking
PO Box 428
Marysville, KS 66508

Fax: 785- 562-2140

Your access to the Business Online Banking service or the UBT Biz Mobile application will be cancelled within three (3) business days of our receipt of your cancellation instructions. You will remain responsible for all transactions approved by the Service and Mobile Banking prior to the cancellation, and for any other fees and associated charges.

18. Our Right to Terminate.

You agree that we can terminate or limit your access to the Business Online Banking service or the UBT Biz Mobile application for any of the following reasons:

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

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

19. Ownership of Material.

The Business Online Banking service or the UBT Biz Mobile application are products of Fiserv, Inc. Unauthorized reproduction in whole or part of the products is prohibited and may result in legal action.

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

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

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

21. Mobile Banking Software License Agreement.

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

22. License Restrictions/Revocation.

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

- a) If we receive written notice from you cancelling the service;
- b) If you cancel the service by notifying us by U.S. mail, telephone, or in person at a Branch office;

- c) If you delete or uninstall the Software from your mobile device;
- d) If you fail to comply with any term or condition of the Agreement;
- e) If we send written notice to you of the revocation, with or without cause; or
- f) If you or we close all of the accounts you have access to.

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

23. Restrictions for Use of Software.

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

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

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

24. Representations about User Information and Provision of Information.

You represent that you are an authorized user of the accounts and other financial information that may be accessed through the Business Online Banking service or the UBT Biz Mobile application. You represent that all information you provide to us in connection with the services is accurate, current and complete, and that you have the right to provide such information. You agree not to misrepresent your identify or your account information. You agree to keep your account information up to date and accurate.

25. Electronic Communications from the Bank.

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

26. Location-Based Information.

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

27. Export Control.

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

28. Proprietary Rights.

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

29. User Conduct.

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

30. No Commercial Use or Re-Sale.

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

31. Indemnification.

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

32. Mobile Banking Services Limitations.

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

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

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

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

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

33. Use of Data.

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

34. Third Party Beneficiary.

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

UNITED BANK & TRUST ALERTS TERMS AND CONDITIONS

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

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

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

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

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

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

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