

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
KNOXVILLE DIVISION**

DENNIS A. JONES, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

UNITED COMMUNITY BANK, INC.,

Defendant.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CASE NO. _____

Plaintiff, Dennis A. Jones, on behalf of himself and all others similarly situated, sues Defendant, United Community Bank, Inc., and alleges:

INTRODUCTION

1. United Community Bank, Inc. (“UCB”) operates an aggressive and predatory overdraft fee program, seeking to turn its accountholders’ financial struggles into bank revenue. Mr. Jones, like thousands of others, has fallen victim to the bank’s overdraft and insufficient funds fee revenue maximization scheme.

2. For perspective, consider the brutal impact UCB’s overdraft fees (“OD Fees”) and insufficient funds fees (“NSF Fees”) have had on Mr. Jones. Plaintiff’s income is approximately \$800 – 1,000 a month, and between January 2016 and April 2018, UCB has charged Mr. Jones a staggering \$2,376 in OD and NSF Fees. During several months, nearly all of Mr. Jones’s income was taken by UCB in OD and NSF Fees.

3. Plaintiff seeks redress for two distinct unlawful practices that UCB perpetrates on its checking accountholders to increase OD and NSF Fees assessed. Plaintiff asserts this action pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of himself and all others similarly situated throughout the United States, for damages and other relief arising from UCB’s routine practice of a) assessing OD Fees on transactions that did not overdraw checking account available balances; and b) assessing more than one NSF Fee on the same transaction.

4. Besides being deceptive, unfair and unconscionable, the practices breach promises or implied covenants in UCB's contracts and are deceptive.

5. Plaintiff and other UCB customers have been injured by UCB's practices. On behalf of himself and the putative class, Plaintiff seeks damages and restitution for UCB's breach of contract and violations of state statute. Additionally, Plaintiff seeks an injunction on behalf of the general public to prevent UCB from continuing to engage in its illegal and deceptive practices.

PARTIES

6. Plaintiff, Dennis A. Jones, is a citizen and resident of the State of Tennessee and has had a checking account with UCB at a branch in Lenoir City, Tennessee, at all times material hereto.

7. UCB is a bank with locations throughout Tennessee, Georgia, North Carolina, and South Carolina. UCB's headquarters and principal place of business is in Blairsville, Georgia. Among other things, UCB is engaged in the business of providing retail banking services to consumers, including Mr. Jones and members of the putative classes. UCB's Registered Agent in Tennessee is CT Corporation System located at 300 Montvue Rd., Knoxville, TN 37919.

JURISDICTION AND VENUE

8. This Court has original jurisdiction pursuant to the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs, and at least one of the members of the proposed classes is a citizen of a different state than UCB.

9. UCB regularly and systematically conducts business and provides retail banking services in this district, and provides retail banking services to its customers, including Plaintiff

and members of the putative class. UCB also maintains its registered agent in this district. As such, it is subject to the jurisdiction of this Court.

10. Venue is likewise proper in this district pursuant to 28 U.S.C. § 1391 because UCB is subject to personal jurisdiction in this Court and regularly conducts business within this district through its multiple branches located within this district. In addition, a substantial part of the events giving rise to the claims asserted herein occurred and continue to occur in this district.

OVERVIEW

I. Improper Assessment of OD Fees

A. UCB's Practice

11. A debit card transaction occurs in two parts. First, authorization for the purchase amount is instantaneously obtained by the merchant from UCB. When a merchant physically or virtually “swipes” a customer’s debit card, the credit card terminal connects, via an intermediary, to UCB, which verifies that the customer’s account is valid and that available funds are sufficient to “cover” the transaction amount.

12. At the moment debit card transactions are authorized on an account with positive funds to cover the transaction, UCB immediately decrements consumers’ checking accounts for the amount of the purchase and sets aside funds in a checking account to cover that specific transaction. As a result, and with limited exceptions, customers’ accounts *always* have sufficient available funds to cover these transactions throughout their entire life-cycle.

13. However, UCB still assesses \$36 OD Fees on many of these transactions, in violation of its contractual promises not to do so.

14. Despite putting aside sufficient available funds for debit card transactions, UCB charges OD Fees on those same transactions if they purportedly settle—days later—into a negative balance (“Authorize Positive, Settle Negative Transactions”).

15. Authorize Positive, Settle Negative Transactions occur because of a systemic policy maintained by UCB. UCB maintains a running account balance in real time, tracking funds consumers have for immediate use. This running account balance is adjusted, in real-time, to account for debit card transactions at the precise instant debit card transactions are authorized at the vendor terminal. When a customer makes a purchase with a debit card, UCB sequesters the funds needed to pay the transaction, subtracting the dollar amount of the transaction from the customer’s account balance. Such funds are not available for any other use by the accountholder, and such funds are specifically associated with an authorized and specific debit card transaction.

16. Indeed, the entire purpose of the immediate debit and hold of positive funds is to ensure there are enough funds in the account to pay the transaction when it settles, as discussed in the Federal Register notice announcing revisions to certain provisions of the Truth in Lending Act regulations:

When a consumer uses a debit card to make a purchase, a hold may be placed on funds in the consumer’s account to ensure that the consumer has sufficient funds in the account when the transaction is presented for settlement. This is commonly referred to as a “debit hold.” During the time the debit hold remains in place, which may be up to three days after authorization, those funds may be unavailable for the consumer’s use for other transactions.

Federal Reserve Board, Office of Thrift Supervision, and National Credit Union Administration, Unfair or Deceptive Acts or Practices, 74 FR 5498-01 (Jan. 29, 2009).

17. That means when any *subsequent*, intervening transactions are initiated on a checking account, they are compared against an account balance that has been reduced to account for earlier debit card transactions. As a result, many subsequent authorized transactions incur OD Fees due to the unavailability of the funds that have already been sequestered for those specific debit card transactions.

18. Still, despite keeping those held funds off-limits for other transactions, UCB improperly charges OD Fees on Authorize Positive, Settle Negative Transactions—the latter which always have sufficient available funds for payment.

19. Indeed, the Consumer Financial Protection Bureau (“CFPB”) has expressed concern with this very issue, flatly calling the practice “deceptive” when:

a financial institution authorized an electronic transaction, which reduced a customer’s available balance but did not result in an overdraft at the time of authorization; settlement of a subsequent unrelated transaction that further lowered the customer’s available balance and pushed the account into overdraft status; and when the original electronic transaction was later presented for settlement, because of the intervening transaction and overdraft fee, the electronic transaction also posted as an overdraft and an additional overdraft fee was charged. Because such fees caused harm to consumers, one or more supervised entities were found to have acted unfairly when they charged fees in the manner described above. Consumers likely had no reason to anticipate this practice, which was not appropriately disclosed. They therefore could not reasonably avoid incurring the overdraft fees charged. Consistent with the deception findings summarized above, examiners found that the failure to properly disclose the practice of charging overdraft fees in these circumstances was deceptive. At one or more institutions, examiners found deceptive practices relating to the disclosure of overdraft processing logic for electronic transactions. Examiners noted that these disclosures created a misimpression that the institutions would not charge an overdraft fee with respect to an electronic transaction if the authorization of the transaction did not push the customer’s available balance into overdraft status. But the institutions assessed overdraft fees for electronic transactions in a manner inconsistent with the overall net impression created by the disclosures. Examiners therefore

concluded that the disclosures were misleading or likely to mislead, and because such misimpressions could be material to a reasonable consumer's decision-making and actions, examiners found the practice to be deceptive. Furthermore, because consumers were substantially injured or likely to be so injured by overdraft fees assessed contrary to the overall net impression created by the disclosures (in a manner not outweighed by countervailing benefits to consumers or competition), and because consumers could not reasonably avoid the fees (given the misimpressions created by the disclosures), the practice of assessing the fees under these circumstances was found to be unfair.

Consumer Financial Protection Bureau, Winter 2015 "Supervisory Highlights."

20. There is no justification for these practices, other than to maximize UCB's OD Fee revenue. Authorize Positive, Settle Negative Transactions only exist because intervening checking account transactions supposedly reduce an account balance. But UCB is free to protect its interests and either reject those intervening transactions or charge OD Fees on those intervening transactions—and UCB does the latter to the tune of millions of dollars each year. But UCB was not content with these millions in OD Fees. Instead, it sought millions *more* in OD Fees on Authorize Positive, Settle Negative Transactions.

21. In plain, clear, and simple language, the checking account contract documents discussing OD Fees promise that UCB will make OD Fee determinations at the time debits are "requested" (which occurs immediately for debit card transactions); only charge OD fees on items that actually "overdraw your account"; and only charge OD Fees on debits "when you do not have enough money in your account to cover a transaction":

You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. . . . We may use subsequent deposits, including direct

deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

* * *

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. . . . We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft your transaction will be declined.

(Exhibit 1, UCB's "Terms and Conditions of Your Account" ("Ex. 1"); Exhibit 2, UCB's "What You Need to Know About Overdrafts and Overdraft Fees" ("Ex. 2").) Those documents state that "[t]he maximum charge per day will be eight fees (\$36 per fee)." (Ex. 2.)

22. For Authorize Positive, Settle Negative Transactions, which are immediately deducted from a positive account balance and held aside for payment of that same transaction, there are always funds to pay those transactions—yet UCB assesses OD Fees on them anyway.

23. In short, UCB is not authorized by contract to charge OD Fees on transactions that have not overdrawn an account, but it has done so and continues to do so.

B. The Account Documents Fundamentally Misconstrue UCB's True Overdraft Fee and Debit Processing Practices

24. The Account Documents misconstrue UCB's true debit card processing and OD Fee practices in at least two ways.

25. First, and most fundamentally, UCB charges OD Fees on debit card transactions for which there are sufficient available funds to pay the transactions. That is despite contractual representations that UCB will only charge OD Fees on transactions with insufficient available funds to pay a given transaction and that the bank will immediately deduct or place a hold on funds for such transactions.

26. UCB assesses OD Fees on Authorize Positive, Settle Negative Transactions that do have sufficient available funds to pay them throughout their lifecycle.

27. Those available funds are sequestered at the moment a debit card transaction is approved by UCB.

28. UCB's practice of charging OD Fees even where sufficient available funds exist to pay a transaction violates a contractual promise not to do so. This discrepancy between UCB's actual practice and the contract causes consumers like Plaintiff to incur more OD Fees than they should.

29. Sufficient funds for Authorize Positive, Settle Negative Transactions actually are debited from the account immediately, consistent with standard industry practice.

30. Because these withdrawals take place upon initiation, they cannot be re-debited later. But that is what UCB does when it re-debits the account during a secret batch posting process.

31. In reality, UCB's actual practice is to assay the same debit card transaction twice to determine if the transaction overdraws an account—both at the time a transaction is authorized and at the time of settlement.

32. At the time of settlement, however, an available balance *does not change at all* for these transactions previously authorized into good funds. As such, UCB cannot then charge an OD Fee on such a transaction because the available balance has not been rendered insufficient due to the pseudo-event of settlement.

33. Upon information and belief, something more is going on: at the moment a debit card transaction is getting ready to settle, UCB does something new and unexpected, during the middle of the night, during its nightly batch posting process. Specifically, UCB releases the hold it had placed on funds for the transaction for a split second, putting money back into the account, then re-debits the same transaction a second time.

34. This secret step allows it to charge overdraft fees on transactions that never should have gotten them—transactions that were authorized into sufficient funds, and for which UCB specifically set aside money to pay them.

35. This discrepancy between UCB's actual practices and the contract causes consumers to incur more OD Fees than they should.

36. Second, the bank promises to make overdraft determinations only at the time it elects whether or not to pay an overdraft. For debit card transactions, that moment of decision can only occur at the point of sale, at the instant the transaction is authorized or declined. According to the "must-pay" network rule, once UCB authorizes a debit card transaction, it has no choice but to pay it. It cannot change its mind later.

37. In short, UCB promises that it will make overdraft fee determinations at the time of authorization. That means that Authorize Positive, Settle Negative Transactions rightly cannot incur overdraft fees.

38. In sum, UCB's practices as described in the account documents presented to customers, like Plaintiff and the putative class members, are materially different than UCB's practices in reality. This results in direct harm to customers, like Plaintiff and putative class members, because they incur more overdraft fees than they are required to pay.

C. Reasonable Consumers Understand Debit Card Transactions are Debited Immediately

39. The assessment of OD Fees on Authorize Positive, Settle Negative Transactions is fundamentally inconsistent with immediate withdrawal of funds for debit card transactions. That is because if funds are immediately debited, they cannot be depleted by intervening transactions (and it is that subsequent depletion that is the necessary condition of Authorize Positive, Settle Negative Transactions). If funds are immediately debited, then, they are necessarily applied to the debit card transactions for which they are debited.

40. UCB was and is aware that this is precisely how its accountholders reasonably understand debit card transactions to work.

41. UCB well knows that many consumers prefer debit cards for these very reasons. Consumer research indicates that consumers prefer debit cards as a budgeting device; because

they don't allow debt like credit cards do; and because the money comes directly out of a checking account.

42. Consumer Action, a national nonprofit consumer education and advocacy organization, advises consumers determining whether they should use a debit card that “[t]here is no grace period on debit card purchases the way there is on credit card purchases; the money is immediately deducted from your checking account. Also, when you use a debit card you lose the one or two days of ‘float’ time that a check usually takes to clear.”¹

43. This is a large part of the reason that debit cards have risen in popularity. The number of terminals that accept debit cards in the United States has increased by approximately 1.4 million in the last five years, and with that increasing ubiquity, consumers have (along with credit cards) viewed debit cards “as a more convenient option than refilling their wallets with cash from an ATM.”²

44. Not only have consumers increasingly substituted from cash to debit cards, but they believe that a debit cards purchase is the functional equivalent to a cash purchase, with the swipe of a card equating to handing over cash, permanently and irreversibly.

45. UCB was aware of a consumer perception that debit transactions reduce an available balance *in a specified order*—namely, the order the transactions are actually initiated—and its account agreement only supports this perception.

D. Plaintiff Jones's Overdraft Fee Experience

46. On April 27, 2017, and on other occasions, Plaintiff Jones was assessed OD Fees on debit card transactions that were, upon information and belief, initiated on or prior to each of those dates on sufficient funds. In other words, UCB assessed Plaintiff Jones OD Fees on Authorized Positive, Settle Negative Transactions.

¹See https://www.consumer-action.org/helpdesk/articles/what_do_i_need_to_know_about_using_a_debit_card (last visited May 3, 2018).

²Maria LaMagna, *Debit Cards Gaining on Case for Smallest Purchases*, MARKETWATCH, Mar. 23, 2016, <http://www.marketwatch.com/story/more-people-are-using-debit-cards-to-buy-a-pack-of-gum-2016-03-23>.

47. Plaintiff Jones disputes that UCB was authorized to charge OD Fees on the prior in time debit card transaction initiated on sufficient funds.

48. UCB assessed OD Fees on the held transactions even though it had sequestered available funds for those transactions at the time they were authorized.

II. UCB May Not Charge More Than One NSF Fee on a Single Transaction that is Submitted for Payment Multiple Times, and It May Not Charge Both OD and NSF Fees on a Single Transaction

49. In addition to the problems with charging OD Fees on Authorize Positive, Settle Negative Transactions, Plaintiff Jones has suffered additional harm because of UCB's NSF Fee policies.

50. Consistent with express representations in the contract, reasonable consumers understand any given instruction for payment to be one, singular transaction and one "item" as that term is used in UCB's contract documents.

51. As discussed herein, the Bank has this same understanding in practice, since its systems code transactions in a way that alerts the Bank when the same item or transaction is being re-submitted for payment.

52. The contract documents bar UCB from assessing multiple NSF Fees on the same item or transaction.

53. First, the Online Banking Agreement provides UCB the authority to charge only one NSF or OD Fee per transaction. (Exhibit 3, UCB's "Terms and Conditions of Your Account" ("Ex. 3").) The Agreement does not state that such a single re-attempt will incur an additional NSF or OD Fee. (*Id.*)

54. As alleged herein, Plaintiff only scheduled his payments or transfers once, and took no action to request re-processing of his transactions. Because Plaintiff only scheduled a given debit once, UCB was only entitled to charge one OD or NSF on each debit. In other words, when a transaction is returned for insufficient funds, it cannot be the basis for another NSF or OD Fee without an additional action from the accountholder to again seek payment for the item.

55. The contract's terms are starkly binary: for a given transaction, the Bank may pay or return it, but it cannot do both for the same transaction, and it cannot do the same thing more than once.

56. To the extent the account documents do not explicitly bar the policies described above, the Bank exploits contractual discretion to the detriment of accountholders and breaches good faith and fair dealing when it uses these policies.

57. For the same reasons, the contract documents also bar UCB from assessing both NSF Fees and OD Fees on the same item or transaction.

58. Take for example, Mr. Jones's March 2018 statement. UCB charged at least *three* \$36 NSF Fees on the same \$133 internet payday loan transactions, and also charged two OD Fees when it finally approved the debits from a payday lender. Mr. Jones was charged \$468 in OD and NSF Fees by UCB that month, including \$180 in NSF and OD Fees on the attempted payment and payment of the same payday loan transactions, in violation of its contract.

CLASS ALLEGATIONS

59. Plaintiff brings this action on behalf of himself and all others similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of Rule 23.

60. UCB's contract with all class members provides "[t]his agreement is subject to . . . the laws of the state of Georgia." (Ex. 1.) Accordingly, class-wide application of Georgia law is appropriate.

61. The proposed classes are defined as:

All UCB checking account holders who, within the applicable statute of limitations, were charged OD Fees on transactions that were authorized into a positive available balance (the "Authorize Positive, Settle Negative Class").

All holders of a UCB checking account who, within the applicable statute of limitations, incurred multiple NSF Fees on the same transaction, or NSF and OD Fees on the same transaction (the "Multiple NSF Fee Class").

All of the classes are collectively referred to as the “Classes.”

62. Plaintiff brings this action on his own behalf and on behalf of all others similarly situated pursuant to Fed. R. Civ. P. 23. Excluded from the class are UCB, its subsidiaries and affiliates, its officers, directors and member of their immediate families and any entity in which defendant has a controlling interest, the legal representatives, heirs, successors or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

63. Plaintiff reserves the right to modify or amend the definition of the proposed Classes if necessary before this Court determines whether certification is appropriate.

64. This case is properly brought as a class action under Fed. R. Civ. P. 23(a) and (b)(3), and all requirements therein are met for the reasons set forth in the following paragraphs.

65. Numerosity under Fed. R. Civ. P. 23(a)(1). The members of the Class are so numerous that separate joinder of each member is impracticable. Upon information and belief, and subject to class discovery, the Class consists of thousands of members or more, the identity of whom are within the exclusive knowledge of and can be ascertained only by resort to UCB’s records. UCB has the administrative capability through its computer systems and other records to identify all members of the Class and the amount of OD Fees paid by each Class member, and such specific information is not otherwise available to Plaintiff.

66. Commonality under Fed. R. Civ. P. 23(a)(2). There are numerous questions of law and fact common to the Classes relating to UCB’s business practices challenged herein, and those common questions predominate over any questions affecting only individual Class members. The common questions include, but are not limited to:

- a) Whether UCB improperly charged overdraft fees on Authorize Positive, Settle Negative Transactions;
- b) Whether UCB developed and engaged in an unlawful practices that mischaracterized or concealed its true overdraft and insufficient fund fee practices;

c) Whether Plaintiff and other members of the Class have sustained damages as a result of UCB's assessment and collection of the OD Fees, and the proper measure of damages;

d) Whether UCB assessed multiple NSF Fees for a single transaction; and

e) Whether UCB was authorized to assess multiple NSF Fees for a single transaction.

67. Typicality under Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of the claims of the other Class members in that they arise out of the same wrongful business practice by UCB, as described herein.

68. Adequacy of Representation under Fed. R. Civ. P. 23(a)(4). Plaintiff is an adequate representative of the Class in that he has an UCB checking account and has suffered damages as a result of UCB's assessment and collection of OD Fees. In addition:

a) Plaintiff is committed to the vigorous prosecution of this action on behalf of himself and all others similarly situated and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers against financial institutions;

b) There is no hostility of interest between Plaintiff and the unnamed Class members;

c) Plaintiff anticipates no difficulty in the management of this litigation as a class action; and

d) Plaintiff's legal counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

69. Predominance under Fed. R. Civ. P. 23(b)(3). The questions of law and fact common to the Class as set forth in the "commonality" allegation above predominate over any individual issues. As such, the "commonality" allegations (paragraph 65 and subparts) are restated and incorporated herein by reference.

70. Superiority under Fed. R. Civ. P. 23(b)(3). A class action is superior to other available methods and highly desirable for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member's claim is very small relative to the complexity of the litigation and since the financial resources of UCB are enormous, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and UCB's misconduct will proceed without remedy. In addition, even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

(On Behalf of the Authorize Positive, Settle Negative Class)

71. Plaintiff incorporates the preceding allegations by reference as if fully set forth herein.

72. Plaintiff and UCB have contracted for bank account deposit, checking, ATM, and debit card services, which provide that those contracts are "subject to . . . the laws of the state of Georgia." (Ex. 1.)

73. UCB misconstrued in the account documents its true debit card processing and OD Fee practices and breached the express terms of the account documents.

74. UCB breached promises included in the account documents.

75. No contract provision authorizes UCB to charge OD Fees on Authorize Positive, Settle Negative Transactions. Rather, the contract only authorizes UCB to charge OD Fees on transactions for which sufficient funds did not exist at the time of authorization.

76. Therefore, UCB breached the terms of its account documents by charging OD Fees on transactions that were authorized into a sufficient available balance, but whose available balances were allegedly insufficient at the time the transactions were settled.

77. Plaintiff and members of the Classes have performed all, or substantially all, of the obligations imposed on them under the contract.

78. Plaintiff and members of the Classes have sustained damages as a result of UCB's breach of the contract.

SECOND CLAIM FOR RELIEF
(Breach of the Covenant of Good Faith and Fair Dealing)
(On Behalf of the Classes)

79. Plaintiff incorporates the preceding allegations by reference as if fully set forth herein.

80. Plaintiff and UCB Bank have contracted for bank account deposit, checking, ATM, and debit card services, as embodied in contract documents, which provide that those contracts are "subject to . . . the laws of the state of Georgia." (Ex. 1.)

81. Under the law of Georgia, good faith is an element of every contract pertaining to the assessment of OD Fees. Whether by common law or statute, all such contracts impose upon each party a duty of good faith and fair dealing. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit – not merely the letter – of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the spirit of the bargain and abusing the power to specify terms constitute examples of bad faith in the performance of contracts.

82. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes their conduct to be justified. Bad faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Examples of bad faith are evasion of the spirit of the bargain, willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance.

83. UCB has breached the covenant of good faith and fair dealing in the contract through its overdraft policies and practices as alleged herein.

84. Specifically, UCB harms consumers by abusing its contractual discretion in a number of ways which no reasonable consumer would anticipate.

85. UCB uses its contractual discretion to cause Authorize Positive, Settle Negative Transactions to incur OD Fees by knowingly authorizing later transactions that it allows to consume available funds previously sequestered for Authorize Positive, Settle Negative Transactions.

86. UCB uses this contractual discretion to extract OD Fees on transactions that no reasonable consumer would believe could cause OD Fees.

87. UCB abuses its contractual discretion to charge multiple NSF Fees on the same transaction, and to charge both NSF and OD Fees on the same transaction..

88. Plaintiff and members of the Classes have performed all, or substantially all, of the obligations imposed on them under the account documents.

89. Plaintiff and members of the Classes have sustained damages as a result of UCB's breach of the covenant of good faith and fair dealing.

THIRD CLAIM FOR RELIEF

(Georgia Fair Business Practices Act, O.C.G.A. § 10-1-390, *et seq.*)

(On Behalf of the Classes)

90. Plaintiff incorporates the preceding allegations by reference as if fully set forth herein.

91. UCB engaged in deceptive acts or practices relating to the imposition of OD Fees on consumers in violation of the Georgia Fair Business Practices Act, O.C.G.A. § 10-1-390, *et seq.* (“GFBPA”).

92. The express purpose of the GFBPA is to “to protect consumers and legitimate business enterprises from unfair or deceptive practices in the conduct of any trade or commerce in part or wholly in the state” of Georgia. O.C.G.A. § 10-1-391.

93. The GFBPA is to “be liberally construed and applied to promote its underlying purposes and policies.” O.C.G.A. § 10-1-391.

94. Plaintiff and class members are “consumers” within the meaning of O.C.G.A. § 10-1-392(6).

95. Defendant was engaged in “consumer transactions” as defined by O.C.G.A. § 10-1-392(10).

96. GFBPA declares unlawful “[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce.” O.C.G.A. § 10-1-393.

97. UCB engaged in unfair or deceptive acts or practices or otherwise violated GFBPA by, *inter alia*, knowingly and intentionally employing an unfair and deceptive policy and practice of charging overdraft fees on transactions that were approved and authorized into a sufficient available balance, and misrepresenting and failing to disclose its policy and practice of charging overdraft fees on transactions that were approved and authorized into a sufficient available balance.

98. UCB also engaged in unlawful conduct, made affirmative misrepresentations, or otherwise violated GFBPA by, *inter alia*, abusing its discretion to interpret undefined terms in a manner harmful to consumers and beneficial to UCB.

99. In addition, UCB engaged in unfair or deceptive acts or practices or otherwise violated GFBPA by, *inter alia*, by programming its “matrix” to maximize overdraft fee revenue at all costs, and to repeatedly authorize transactions that result in thousands of dollars of

overdraft fees each year, despite its representation to consumers that it would exercise discretion in determining when to charge OD Fees. UCB also failed to disclose to consumers that they could be subject to thousands of dollars in OD Fees annually.

100. UCB intended that Plaintiff and members of the Classes rely on the acts of concealment and omissions, so that Plaintiff and the members of the Classes would continue to incur OD Fees.

101. UCB's conduct caused Plaintiff and the members of the Classes to suffer ascertainable losses in the form of excessive OD Fees that, but for UCB's unfair and deceptive practices and policies described herein, would not have otherwise been imposed.

102. Plaintiff and class members are entitled to damages, exemplary damages, declaratory relief, injunctive relief, and reasonable attorneys' fees, as permitted by law.

103. A written pre-suit demand under O.C.G.A. § 10-1-399(b) is unnecessary and unwarranted because Defendant has had notice, or it should have had notice, of Plaintiff's and Class Members' allegations, claims, and demands. Further, Defendant is the party with the most knowledge of the underlying facts giving rise to the Plaintiff's and Class Members' allegations, so that any pre-suit notice would not put Defendant in a better position to evaluate those claims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the members of the Class demand a jury trial on all claims so triable and judgment against Defendant as follows:

A. An order certifying that this action may be maintained as a class action, that Plaintiff be appointed Class Representative and Plaintiff's counsel be appointed Class Counsel;

B. Declaring that Defendant's OD Fee policies and practices to be wrongful, unfair, and unconscionable;

C. Ordering UCB to immediately cease the wrongful conduct set forth above and enjoining UCB from continuing to charge overdraft fees on transactions that do not actually overdraw accounts and otherwise enjoining UCB from conducting business via the unlawful and unfair business acts and practices complained of herein;

D. Restitution of all OD Fees paid to UCB by Plaintiff and the Classes as a result of the wrongs alleged herein in an amount to be determined at trial;

E. Actual and punitive damages in an amount to be determined at trial;

F. Pre-judgment interest at the maximum rate permitted by applicable law;

G. Costs and disbursements assessed by Plaintiff in connection with this action, including reasonable attorneys' fees pursuant to applicable law;

H. Granting such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this complaint that are so triable as a matter of right.

Dated: May 16, 2018

Respectfully submitted,

s/ Benjamin A. Gastel
J. Gerard Stranch, IV, BPR #23045
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Counsel for Plaintiff and the Proposed Classes

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DENNIS A. JONES

(b) County of Residence of First Listed Plaintiff Loudon County, TN
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

J. Gerard Stranch, IV and Benjamin A. Gastel
Branstetter, Stranch & Jennings, PLLC
223 Rosa L. Parks Ave. Suite 200 Nashville, TN 37203 (615) 254-8801

DEFENDANTS

UNITED COMMUNITY BANK, INC.

County of Residence of First Listed Defendant Union County, GA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C § 1332

Brief description of cause:

Breach of Contract

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

05/16/2018

SIGNATURE OF ATTORNEY OF RECORD

s/Benjamin A. Gastel

FOR OFFICE USE ONLY

RECEIPT #

Case 3:18-cv-00190 Document 1-1 Filed 05/16/18 Page 1 of 1 PageID #: 22

UNITED STATES DISTRICT COURT

for the

Eastern District of Tennessee

DENNIS A. JONES, on behalf of himself and all
others similarly situated,

Plaintiff(s)

V.

UNITED COMMUNITY BANK, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* United Community Bank, Inc.
c/o CT Corporation System
300 Montvue Rd.
Knoxville, TN 37919

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: J. Gerard Stranch, IV

J. Gerard Stranch, IV
Benjamin A. Gastel
Branstetter, Stranch & Jennings, PLLC
223 Rosa L. Parks Avenue
Suite 200
Nashville, TN 37203

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Terms and Conditions of Your Account

Agreement. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Georgia 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 document 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 document 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.

As used in this document 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 document 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 document should be construed so the singular includes the plural and the plural includes the singular.

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. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. 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. 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 for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

Withdrawals.

Generally. 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, 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 the 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 it as a transaction 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.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. 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. 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 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.

Overdrafts. You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying 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 or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts, except for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

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 check to examine the signatures on the 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 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.

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 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. This is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common). This 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 if one 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.

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.

Stop Payments. Unless otherwise provided, 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 stop-payment orders are handled by computers, 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. If the original stop-payment order was verbal your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

Amendments and Termination. We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. 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 or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your account and you continue to have your account after the

effective date of the change, you have agreed to the new term(s).

Statements.

Your Duty to Report Unauthorized Signatures, Alterations and Forgeries. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, 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, alterations or forgeries 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. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such 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 such errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks (*For consumer accounts only*). For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Direct Deposits. 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 U.S. 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 legal remedy to recover the amount of our liability.

Temporary Account Agreement. If this option is selected, 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.

Set-Off. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of set-off does not apply to this account if prohibited by law. For example, the right of set-off 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 set-off.

Check Processing. We process items mechanically by relying solely 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 not failed to exercise ordinary care solely because we use our automated system to process items and do not inspect all items processed in such a manner. 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 such 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.

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 internal 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. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

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.

ACH and Wire Transfers. 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 rules. 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. 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.

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.

Authorized Signer (Individual Accounts only). A single individual is the owner. The authorized 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 authorized 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 authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the 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 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.

Restrictive Legends. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

Account Transfer. This account may not be transferred or assigned without our prior written consent.

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.

The diagram illustrates the front and back of a check. The front of the check (top) shows fields for Name (7654), Address, City, State (20), Pay to the order of (\$), Bank Name and Location, and Memo. The back of the check (bottom) shows a dashed line indicating the trailing edge, with a 1 1/2" measurement from the left edge. A box labeled "YOUR INDORSEMENT MUST BE WITHIN THIS AREA" is shown on the back, with the instruction "Keep your indorsement out of this area." below it.

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 becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or 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 legal incompetence for up to ten (10) days after your death or legal 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. 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. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until 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. 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. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

Security. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss,

compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device 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. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), 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).

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, such as positive pay or commercially reasonable security procedures, 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, unless we acted in bad faith or to the extent our negligence contributed to the loss.

Telephonic Instructions. 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 or leave by voice mail or on a telephone answering machine.

Claim of Loss. 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 notice of penalty for early withdrawals for additional information.

Address or Name Changes. You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. 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 address 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. You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

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Additional Terms.

What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a checking account, savings account, or Line of Credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

➤ What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks, ACH and other transactions made using your checking account number
- Automatic bill payments

However, we will not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

➤ What fees will I be charged if United Community Bank pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to \$36 each time we pay an overdraft.
- The maximum charge per day will be eight fees (\$36 per fee).

➤ What if I want United Community Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, choose a convenient option below to let us know.

- Visit ucbi.com/courtesy
- Complete this form below and present it to your local bank office or mail it to **United Community Bank, P.O. Box 398, Blairsville, GA 30514.**
- Call your local bank office

Select Option:

- ☐ I do not want United Community Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.
- ☐ I want United Community Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

For Account Number _____ Print Name _____

Date _____

A copy of this notice provided to you serves as your notice and record that your Opt-in Authorization has been received. Remember, you may opt-out of this overdraft coverage at any time. In the meantime, if you have questions or concerns about this service on your account, please contact your local bank office.

United Community Bank Online Banking Terms and Conditions

These terms and conditions ("Agreement") cover your use of United Community Bank's ("United") online and mobile banking services ("Service"). Please review this Agreement carefully to understand the features of the Service and to learn about important limitations and consumer rights that apply to your use of the Service.

For purposes of this Agreement, each reference to "United", "we", "us", or "our" refers to United Community Bank. Please note that your use of the Service may also be affected by a deposit or other agreement between you and United. You should review those other agreements for any applicable fees, limitations on transactions, liability for transfer and other restrictions that may impact your use of the Service with your accounts.

A. FEATURES OF THE SERVICE

1. Online Banking

After enrolling for the Service, you may access your United account(s) online and:

- i. Transfer funds between your deposit accounts, including your checking, savings, and money market accounts;
- ii. Transfer funds from your deposit account to a United loan account;
- iii. Use Bill Pay or PopMoney to pay bills or to send money to third-parties;
- iv. View your account statements and transaction history; and
- v. Manage your accounts and set up account alerts.

2. Bill Payment

i. Description. You may use the Bill Payment feature to pay bills and to receive bills from a variety of merchants and vendors. All payees must be located in the United States.

ii. Processing. Bill Payments entered before 6:00 p.m. EST are considered received on that business day. Bill Payments are electronically delivered to payees within four business days, although sometimes the payments will be delivered faster. Reference the estimated date of delivery when setting up your payments. Some payees are not set up to accept bill payments electronically, and so United will send a check to the Payee within four business days.

iii. Methods of Payment. The Bill Payment service provider ("Service") reserves the right to select the method in which to remit funds including, but not be limited to: (1) an electronic payment; (2) a personal check drawn on your designated payment account ("paper draft"); or (3) a corporate check drawn on our account. Funds will be deducted from your designated account on the scheduled payment date for electronic payments or payments made by corporate check. Funds remitted to the Payee by paper draft will be deducted from your account when the draft is presented to United for payment.

iv. Scheduling Your Payments. When scheduling payments you must select a payment date that is no later than the actual due date for the bill you are paying, unless the due date falls on a non-Business Day. If the actual due date falls on a non-Business Day, you must select a payment date that is at least one (1) Business Day before the actual due date. If you do not comply with the timeframe specified for processing your Bill Payment request, you agree to assume full responsibility for all late fees, finance charges, or other actions taken by payee. In the case of repeating payments, if the scheduled payment date falls on a weekend, the actual date that the Payee is scheduled to receive the payment will fall on the previous Friday.

v. Expedited Payments. In certain instances an optional expedited payment option is available with participating Payees that allows you to have your payment initiated and processed quicker, for an additional fee. The expedited payment option may not always be available, and if you use the expedited payment option, it will begin processing immediately and you will be unable to change or cancel the payment. You will incur a fee when using the expedited payment option, as indicated on the scheduled payment screen. The amount of the scheduled payment and the fee will post as separate transactions to your account.

vi. Payment Authorization and Remittance. By providing the Service with names and account information of payees to whom you wish to direct payments, you authorize the Service to pay bills according to the instructions you provide. In order to process payments more efficiently and

effectively, the Service may edit or alter payment data or data formats in accordance with payee requirements.

When the Service receives an instruction from you to pay a bill to a certain payee, you authorize the Service to debit the account you have designated and remit funds on your behalf so that the funds arrive as close as reasonably possible to the payment date you have selected. You also authorize the Service to credit the account you have designated for payments returned to the Service by the United States Postal Service or payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, the account you designated does not contain sufficient funds to complete the transaction;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct payment account information, or the correct name, address, phone number, or account information for the payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from the designated account or causes funds from the designated account to be directed to a payee which does not comply with your payment instructions, the Service shall be responsible for returning the improperly transferred funds to the designated account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

vii. Payment Cancellation and Stop Payment Requests. When you schedule payments, the Service will provide you with information regarding whether and how you can cancel or edit the payment. There is no charge for canceling or editing a scheduled payment. However, once the Service has begun processing a payment it cannot be cancelled or edited. Instead, a stop payment request must be submitted. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact us during business hours at 1-800-UCBANK1 (1-800-822-2651). Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to stop the payment. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule for the designated account.

viii. Tax Payments and Court-Ordered Payments. Tax payments and court ordered payments should not be scheduled through the Service. If you do schedule such payments through the Service, you do so at your own risk. In no event shall the Service be liable for any claims or damages resulting from making these types of payments through the Service.

3. Bill Delivery And Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- i. Information Provided To The Biller. The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic biller. Any changes will need to be made by contacting the biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the biller, provide to the biller your e-mail address, service

address, or other data specifically requested by the biller at the time of activating the electronic bill for that biller, for purposes of the biller informing you about Service and/or bill information.

ii. Activation. Upon activation of the electronic bill feature the Service may notify the biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from biller to biller and may take up to sixty (60) days, depending on the billing cycle of each biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic biller reserves the right to accept or deny your request to receive electronic bills.

iii. Authorization To Obtain Bill Data. Your activation of the electronic bill feature for a biller shall be deemed by us to be your authorization for us to obtain bill data from the biller on your behalf. For some billers, you will be asked to provide us with your user name and password for that biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

iv. Notification and Non-delivery. - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from biller to biller. You are responsible for ensuring timely payment of all bills. You agree to hold the Service harmless should the biller fail to deliver your statement(s).

v. Cancellation of electronic bill notification. We reserve the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time, but note that it may take up to sixty (60) days to take effect. It is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

3. Account Transfers

i. Bank transfers. You may use the Service to initiate transfers from a checking, savings or money market deposit account to any other authorized deposit account at United. These types of transactions are referred to in this Agreement as "bank transfers." If you authorize a bank transfer of available funds on or before 6:00 p.m. EST on a business day, the bank transfer will be posted the same business day. If you authorize a bank transfer after 6:00 p.m. EST on a business day, the bank transfer will be posted the next business day. Transferred funds will be available for withdrawal on the business day the bank transfer is posted.

ii. External Transfers. You may transfer funds from your United deposit accounts to a deposit account you own at another bank, for a fee. These transfers may be scheduled immediately (for the next business day) or in the future (up to one year in advance), but the funds will typically not be credited to your account at the other bank for up to three business days.

iii. Popmoney®. The Popmoney® Personal Payments Service is an optional service that allows you to initiate or receive transfers from individuals by using your deposit account and a mobile device. Your access to and use of Popmoney is governed by separate terms and conditions, which you may access [here](#). You should review the Popmoney terms and conditions for information about its separate arbitration clause, fees related to Popmoney transfers, as well as limitations, restrictions, or other terms applicable to your use of Popmoney and how that differs from your use of the other features of the Service.

iv. Important Information About Transfers from Savings Accounts. If you are transferring funds from a savings account or money market accounts, please remember that there may be no more than six transfers of funds from your money market account per month and no more than six transfers of funds from your savings account per quarter. If you conduct more than six transfers, we will charge a fee for each transfer and if you conduct more than six transfers regularly, we may convert your account into a checking account. Check your Deposit Agreement for more information.

v. Processing of Transfer Requests. Transfers can be made on a one-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$200 transfer from a

checking to a money market account that occurs monthly.

vi. Transfer Authorization and Sufficient Available Funds. You authorize United to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal. The completion of a transfer or payment is subject to the availability of sufficient funds at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. If you schedule a payment from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution. We are under no obligation to inform you if a payment or transfer is not completed because there are non-sufficient funds in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within the Service.

4. Secure Message Service, Chat and Customer Service

United has provided you with access to the United secure message service. You may use the Service to correspond with us securely. If you have a question regarding your accounts that you would like to pose to us electronically, we strongly recommend that you use the Message Center instead of e-mail. E-mail is not secure and any sensitive information could be more easily accessed via normal e-mail exchanges. When we send you a message through the secure message service, you will need to login to the Service to view our reply. You may receive an e-mail alert whenever there is a new message reply from us within the Service.

In addition, you may contact us at any time via secure chat (subject to availability) to discuss questions or concerns that you have about the Service. Please note that these chat sessions may be saved by United for future reference. As part of the chat functionality, and only with your express approval, which you can revoke at any time, you can give the United agent permission to see your computer screens remotely and help you resolve any problems you may be experiencing with the Service. You should not enter sensitive personal information, such as your account numbers or social security number, during an online chat session.

If you need to contact us immediately to stop payment, to report the unauthorized use of your Access ID and Password, to report unauthorized access to an account, or for any other reason, you should call us at 1-800-UCBANK1 (1-800-822-2651).

5. Using the Service on Your Mobile Device

Once you have enrolled in the Service through our website, you can then manage your accounts with your mobile device as described below. Your wireless carrier may assess you fees for data or text messaging services. These fees are your sole responsibility; therefore you should consult your wireless plan or provider for details related to any fees you might incur.

i. Mobile Banking App. Downloading and using the United Mobile Banking App for Android® devices or Apple® iOS® devices, such as iPhones® or iPads®. The Mobile Banking App allows you to do the following with your mobile device:

- a. Check account balances;
- b. Review transaction history of certain of your accounts;
- c. Transfer funds among your deposit accounts or between deposit accounts and eligible loan accounts or lines of credit;
- d. Pay bills and add new billers and payees;
- e. Locate United ATMs or branches.

ii. Accessing the Service Through Mobile Browser. You can access the Service through your mobile device's web browser. This allows you to engage in the following with your mobile device:

- a. Check account balances;
- b. Review transaction history of certain of your accounts;
- c. Transfer funds among your deposit accounts or between deposit accounts and eligible loan accounts or lines of credit; and

d. Locate United ATMs or branches.

Please note that accessing the Service through your mobile browser has limited functionality.

iii. Text Banking. Text Banking allows you to text us from the phone number you registered with us to get the following information about your accounts:

- a. Check balances of deposit accounts;
- b. Review the last 5 transactions in your deposit accounts;
- c. A full list of options for Text Banking is provided below:

Message & Data rates may apply. You can opt-out of text banking at any time by sending a text that says "STOP" to this number: 48224. You'll receive a one-time opt-out confirmation text message.

After that, you will not receive any future messages.

Please note that canceling your enrollment in Text Banking does not otherwise cancel your consent to receive text messages related to other services (for example, text messages used for authentication purposes or for receiving alerts). To withdraw your consent from receiving all text messages, please call us at 1-800-UCBANK1 (1-800-822-2651). Withdrawing your consent to receive text messages, generally, may impair your ability to use certain features of the Service.

6. Mobile Check Deposit. Mobile Check Deposit allows you to deposit certain checks to your savings, checking or money market accounts with United's mobile banking application using certain mobile devices. The mobile device used must be capable of capturing electronic images of the front and back of checks and transmitting the images to us. All requirements and obligations in your deposit agreement relating to checks are applicable to your use of Mobile Check Deposit. Mobile Check Deposit is a convenience we provide to customers. We reserve the right to limit or discontinue your use of Mobile Check Deposit feature for any or no reason.

Fees associated with our Mobile Deposit service are outlined in our Miscellaneous Fees Schedule. Fees may be changed, at our discretion, upon at least 30 days prior notice to you, to the extent required by applicable law. Continued use of the service after the fee becomes effective constitutes your agreement to pay the fee.

i. Eligible Checks and Check Requirements. Checks must be drawn on United States financial institutions. The following are examples of ineligible checks: IRS checks, savings bonds, foreign checks, insurance checks, and third-party checks that are payable to anyone other than the account owner. You must endorse each check before depositing the check using Mobile Check Deposit. All signatures and information on the check must be true, authentic, and authorized. If the check was previously refused or rejected and is to be presented for deposit or payment subsequently, then the face of the check must be marked with the date the electronic image was refused or rejected. You agree that you will not attempt to make duplicative deposits using the same check.

ii. Check Images. All check images must be legible and accurately depict all features and fields on the front and back of the check. We have the right to adjust the amount of any deposit based on our review of the image. We will not be liable for any problem resulting from a check's poor image quality or for any inaccurate information you supply regarding the check. You authorize us to process any check image you transmit to us and you allow us, at our sole discretion, to convert check images and process check images through traditional check processing methods. You agree to be subject to any agreements relating to check processing to which we are a party.

iii. Safeguarding Used Checks. After transmitting the deposited item, and upon your receipt of confirmation from us that the item has been accepted, you agree to prominently mark the item as "Submitted for Mobile Deposit" and the date it was deposited on the front of the check. The check should be retained for forty-five (45) days and then destroyed. You must keep your checks from being used without your authorization or in a manner prohibited by this Agreement, such as resubmitting a check for deposit that was previously deposited.

iv. Notifications and Deadlines. We reserve the right to reject any item transmitted through Mobile Check Deposit, at our discretion, without liability to us. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of a check shall be deemed received when you receive a message from us that we have received the image. Your receipt of this message does not mean that the transmission was error free, able to be processed, complete, or that funds will be credited for that check. You can determine whether your check was successfully

processed by logging into the Service and reviewing your transaction history. Once you transmit the check using Mobile Check Deposit, you may not cancel the transaction.

v. Availability of Funds, Deposit Limits and Fees. We will make funds available for checks received, accepted, and successfully processed through the Mobile Deposit service according to our standard funds availability policy for your deposit account. If you transmit your deposit to us before 5:45 p.m. EST ("cut-off time") on any Business Day, we will review and process your deposit on that same Business Day and funds will generally be available the following day. Deposits received after that cut-off time will be reviewed and processed on the next Business Day with funds generally available the subsequent day.

WE RESERVE THE RIGHT TO CHANGE THE TIME PERIOD IN WHICH FUNDS ARE MADE AVAILABLE FOLLOWING CHECK DEPOSITS USING MOBILE CHECK DEPOSIT IF WE DETERMINE OR HAVE REASON TO BELIEVE THAT A TRANSACTION MAY BE SUBJECT TO FRAUD OR ILLEGALITY, OR WAS NOT MADE IN ACCORDANCE WITH THIS AGREEMENT, OR AS OTHERWISE ALLOWED BY APPLICABLE LAW.

vi. Returned Checks. If we have credited your account for a check that is subsequently returned to us unpaid, we reserve the right to deduct the amount of the returned check from your account(s), as well as any applicable fees. We may, solely at our option and without undertaking an obligation to do so, re-deposit the returned check and deduct the applicable fee from your account(s) and you shall hold us harmless for any and all fees and or associated losses.

You agree that you shall accept a returned deposit that you made using Mobile Check Deposit at any time in the event a return was caused by or resulted from your failure to comply with this Agreement. In the event of a return, you agree that the return may be made in any legally acceptable form (including without limitation, image, image replacement document, or MICR memo). You may present the check for deposit, in connection with a returned deposit, only by delivery of the tangible check. We may also require you to obtain our prior written approval before presenting any checks for deposit that we previously returned.

vii. Additional Obligations You Have Relating to Mobile Check Deposit. You are responsible for your own hardware and software, including all telecommunications fees, connectivity problems, interruptions and related issues.

You agree that you will not (i) reverse engineer, decompile, disassemble, or attempt to discover or modify in any way Mobile Check Deposit or any part thereof; (ii) modify, translate, adapt, rent, lease, loan, create or prepare derivative works of Mobile Check Deposit or any part thereof; (iii) provide, disclose, divulge or make available to or permit the use of Mobile Check Deposit or any part thereof by any third party; (iv) copy or reproduce any part of the Mobile Check Deposit service or any part thereof; or (v) interfere or attempt to interfere with the Mobile Check Deposit service or any part thereof in any way.

You agree to indemnify and hold United harmless from any claim, cost, loss, or damage arising directly or indirectly from your failure to comply with this Section 6 relating to your use of Mobile Check Deposit.

viii. Limitations on United's Liability Relating to Mobile Check Deposit.

We are not responsible for any deposit made via Mobile Check Deposit that does not comply with the terms of this Agreement, any other agreement you have with us, or applicable law. We are not responsible for any deposit made using Mobile Check Deposit that we do not receive, regardless of the reason.

We have no obligation in connection with any failure of a check, check image, file or deposit to meet any specifications or requirements provided by us to you.

We reserve the right to reject any check transmitted through Mobile Check Deposit, at our discretion, without liability to you.

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Mobile Deposit service and to modify such limits from time to time.

7. Online Banking Alerts

i. Account Alerts. You may choose to receive alert messages for your accounts. We may add new alerts from time to time, or cancel old alerts, without warning to you. Each alert has different options

available, and you will be asked to select from among these options upon activation of your alerts service.

ii. Receiving Alerts. Alerts will be sent to the email address you have provided as your primary email address for the Service. If your email address or your mobile device's email address changes, you are responsible for informing us of that change. You can also choose to have alerts sent to a secondary email address or a mobile device that accepts text messages. Message and data rates may apply. Check with your carrier for details.

iii. Alerts Are Subject to the Following. We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). We do not guarantee the delivery or accuracy of alerts. The contents of an alert may be outdated by the time an alert is sent or received, due to other activity on your account or to delays in sending data among various systems. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert or for any actions taken or not taken by you or a third party as the result of an alert.

Because alerts are not encrypted, we will never include your passcode or full account number. However, alerts may include your name and some information about your accounts. Depending upon the type of alert, information such as your account balance, transaction information or the due date for your loan payment may be included. Anyone with access to your alerts will be able to view the contents of these messages.

8. MoneyDesktop

MoneyDesktop is a personal information management service that allows you to better manage your information by consolidating it in one place. MoneyDesktop allows you to retrieve, view, and maintain information you have available at various web sites you designate, but all within one convenient service. You may add information about accounts accessible at other sites that you maintain at other institutions.

i. Using MoneyDesktop to Access Third-Party Sites. When you use Money Desktop to access third-party sites, you agree to the following:

1) You authorize United and its providers to access the third-party sites and accounts you designate to retrieve account information on your behalf, and you appoint us as your agent for this limited purpose. In addition, you hereby authorize United and its providers as your true and lawful attorney-in-fact, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third-party sites, retrieve account information, and use your information, for the purpose of accessing your accounts and operating MoneyDesktop, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person.

2) You represent that you are a legal owner of the accounts at third-party sites that you include in MoneyDesktop and that you have the authority to (i) designate us as your agent, (ii) use MoneyDesktop and (iii) give us your passwords, usernames, and all other information you provide.

3) YOU AGREE AND ACKNOWLEDGE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THE THIRD-PARTY SITE, WE ACT AS YOUR AGENTS, AND NOT THE AGENTS OR ON BEHALF OF THE THIRD PARTY.

4) MoneyDesktop does not have the capability to initiate transactions affecting your financial accounts or provide notices or instructions affecting such financial accounts. You are responsible for all fees charged by the third party in connection with any transactions and accounts, and you agree to comply with the terms and conditions of those accounts. If you have a dispute or question about any transaction on such site, you agree to direct these to the account provider.

5) Third-party sites shall be entitled to rely on the above authorizations, agency and power of attorney granted by you.

6) MoneyDesktop is not sponsored or endorsed by any providers of the third party accounts you access through MoneyDesktop.

7) Balances shown on MoneyDesktop reflect the most recent refresh and may not be accurate if a

refresh was not successfully completed or the information obtained during the refresh from the third party is otherwise not accurate or current. Data and information is provided for informational purposes only, and is not intended for trading or transactional purposes. You agree that we are not liable for any errors or delays in the content, or for any actions taken in reliance thereon.

ii. User Conduct. You agree not to use MoneyDesktop or the content or information delivered through MoneyDesktop in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of MoneyDesktop to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for United or its affiliates or cause us to lose (in whole or in part) the services of our third-party provider; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) may potentially be perceived as being obscene or pornographic or contain child pornography, or racially, ethnically, or otherwise objectionable; (h) interfere with or disrupt computer networks connected to MoneyDesktop; (i) interfere with or disrupt the use of MoneyDesktop by any other user; (j) access the information and content manually by request and not programmatically by macro or other automated means; or (k) use MoneyDesktop in such a manner as to gain unauthorized entry or access to the computer systems.

iii. Your Indemnification of the Bank. Notwithstanding the language in Section 10 of this Agreement, when you use MoneyDesktop, unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate United and our service providers and affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of MoneyDesktop, your violation of this Agreement or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

iv. MoneyDesktop Limitations. We want to make your use of MoneyDesktop easy and productive, but we cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings or other MoneyDesktop interruptions. Notwithstanding the language in Section 10 of this Agreement, with respect to MoneyDesktop, we do not assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings.

v. Third Party Beneficiary. You agree that our providers may rely upon your authorization and grant of a limited power of attorney, the disclaimer of warranties, and the limitation of liability in MoneyDesktop described above, and such providers are, for the purposes of those sections, third party beneficiaries to this agreement, with the power to enforce those provisions as applicable.

9. Additional Service

United may introduce new services or change the scope of our services from time to time. United will notify you of the existence of the new services. By using these services when they become available, you agree to be bound by the terms and conditions, rules and other instructions that will be made available to you concerning those new services.

10. Service Limitations, Liabilities and Remedies

This section provides important information about how your use of the Service is limited, how United's responsibilities are limited, any related liabilities you may incur and the available remedies you may have.

i. Authorization of Transactions. When you use the Service for transfers or paying bills, you agree that by requesting such transactions, you authorize us to debit or credit your accounts.

ii. Liability for Unauthorized Transactions. If you believe that your authentication information has been compromised or that the Service has been used to access your accounts without your permission, you must tell us immediately. Telephoning us is the best way of keeping your possible losses to a minimum. Call us at 1-800-UCBANK1 (1-800-822-2651) to report unauthorized transactions. If you fail to notify us, you may be liable for all unauthorized transactions on your account. If your account is a consumer account primarily used for personal, family or household

purposes and you do notify us, your liability will be as follows:

1. If you tell us within 2 business days. You can lose no more than \$50 if someone used the Service without your permission.

2. If you do NOT tell us within 2 business days. If we can prove we could have stopped someone from using the Service without your permission if you had told us, then you could lose as much as \$500.

3. If you do NOT tell us within 60 days after your account statement was made available to you. If we can prove we could have stopped someone from using the services without your permission if you had told us, you may not get back any money you lost after the 60 days.

iii. Business Days. Certain features in our Service can only occur on Business Days. Our business days are Monday through Friday, excluding legal holidays. Unless otherwise indicated in an applicable agreement, if you initiate a transaction on Saturday or Sunday, it will be processed on Monday, unless Monday is a legal holiday.

iv. Fees for the Service. While there are no fees for accessing information about your accounts through our website or your mobile device, there may be fees for transactions and services in accordance with the Deposit Agreement and applicable fee schedules.

v. Insufficient Funds and Stop Payments. Please refer to your Deposit Agreement for information generally, on insufficient funds and stop payment requests. Please note that if you have authorized a payment or transfer from your account through the Service, and, through no fault of ours, you do not have enough money in your account to make the payment or transfer, we may not complete your payment or transfer. At our option, we may make a further attempt to issue the payment or process the transfer request. We are under no obligation to inform you if a payment or transfer is not completed. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

vi. Timeliness of Information. The account information you obtain through the Service is current as of the close of all processing for the previous Business Day with the exception of certain electronic transactions, which may be reflected on the same day they occur. Images of checks presented for payment against your account will generally be available beginning on the business day following presentment of the check to us until 24 months after the image first became available for viewing

vii. Availability of the Service. From time to time, due to the performance of maintenance, malfunctions or failures of software, equipment, or telecommunications devices, unusual transaction volume or similar reasons the Service may not be available for your use. We minimize the periods of time during which Service are unavailable. You agree that we shall not be responsible for any loss, damages, costs or expenses which you may suffer or incur, directly or indirectly, as a result of the unavailability of the services or the server, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control. We shall also not be responsible for any loss, damages, costs or expenses which you may suffer or incur, directly or indirectly, as a result of your inability to access the server or the Service caused directly or indirectly, in whole or in part, by your computer or mobile device, your inability to establish a connection to the Internet, your Internet Service Provider ("ISP") or capacity or other limitations or constraints of the Internet. The Service is not intended for use by persons in any jurisdiction or country where such use would be contrary to applicable laws or regulations. We may restrict the Service during times you are in a country for which transactions using the Service would be prohibited.

We make no representation that any content or use of the Service is available for use in locations outside of the United States. Accessing the Service from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws. Additional charges may apply both from us, and from third parties (e.g., your wireless carrier) if the Service is used outside of the United States.

viii. Electronic Transaction Errors. In case of error or questions about your electronic transactions, if you think that your account statement is wrong or if you need more information about a transaction, follow the transaction error procedures described in the agreement governing your account.

ix. Denial of Access and Termination of the Service By United. We may at any time, with or without

cause, and without prior notice to you deny you access to the Service. We may terminate this Agreement and your access to the Service in whole or in part at any time without prior notice to you. If there is no log-in activity associated with any of your accounts for a consecutive six month period, you may no longer be able to access the Service. In the event we terminate this Agreement, any transactions or payments, which you have scheduled to occur on a future date or on a recurring basis, will not be completed as scheduled. If you close all of your accounts linked to the Service we may terminate your access. To use the Service in the future, you must register as a new user.

x. Termination of the Service By You. You may terminate the Service by providing us with a written notice signed by you. The termination will not take effect until we receive it and have a reasonable time to act upon it. Once the termination takes effect, any transactions or payments that you have scheduled to occur on a future date or on a recurring basis will not be completed as scheduled. You may hand the notice to an authorized representative in one of our branches or send it to us at United Community Bank Online Banking Department P.O. Box 398 Blairsville, GA 30514.

xi. E-Mail Notifications and Alerts. We are not responsible for delays or failures in delivering e-mail notifications or alerts you have scheduled which results from an invalid e-mail address, or your computer, mobile device, or mobile carrier failing to access the Service.

xii. Governing Law. This Agreement and the Service, unless otherwise indicated in the applicable agreement, will be governed by the laws of the United States and the State of Georgia.

xiii. Severability and Headings. If any terms in this Agreement change due to applicable law or is declared invalid by order of a court, the remaining terms of this Agreement will not be affected, and this Agreement will be interpreted as if the invalid terms had not been placed in this Agreement. The headings in this Agreement are intended only to help organize this Agreement.

xiv. Limitation of Liability. We have NO LIABILITY FOR CONSEQUENTIAL, REMOTE OR INDIRECT DAMAGES, for any reason whatsoever, including, but not limited to, failure to complete a transfer of payment, or for any other acts or omissions of United, its affiliates, or agents, even if such party has been advised of the possibility thereof.

xv. Changes to This Agreement. You agree that we may from time to time amend all or any part of this Agreement, including, without limitation, establishing, increasing or decreasing the fees and charges for the Service and adding additional features and functionality. We will notify you electronically of any change to this Agreement as required by applicable law. Your use of the Service or any additional service or services after the effective date of the change shall constitute your agreement to be bound by the terms of the change. You should also review this Agreement periodically for any changes.

☐ I Understand and Accept

☐ I Do Not Accept