

## ACCEPTANCE OF TERMS

**Acceptance:** By using any of the services offered through Online Banking you agree to abide by the Universal Bank Business Online Terms & Conditions at that time. A written copy of the Business Online Terms & Conditions and this Agreement will be made available to customers in a format that you may keep.

When you elect to sign up for the Business Online Banking electronically and click on the "**I Accept**" button, you agree to accept the Business Online Terms & Conditions along with this Online Business Services Agreement including any future amendments to the Agreement or changes in the Terms.

If you do not agree to all of the Business Online Terms & Conditions and/or the Services Agreement, you must click on the "**I Decline**" button. You will then not be permitted to use the Online Banking Services.

We may change this Online Banking Services Agreement at any time. For example, we may add, delete, or amend Terms or Services. We will notify you of such changes by mail or by email. If you use the Online Banking Service after the effective date of a change, your use indicates that you agree with the change(s).

**Cancellation:** Your Online Banking Service remains in effect until it is terminated by you or Universal Bank. You may cancel your Online Banking Service at any time by notifying us of your intent to cancel in writing, through an Online Banking e-mail, or by calling your branch, and your Service will be cancelled after Universal Bank has had a reasonable amount of time to act upon your request. You agree to use the Online Banking Services only for legitimate and lawful purposes.

We shall have no obligation to honor any instruction, in whole or in part, that (a) is or we reasonably believe is used for any illegal or improper purposes or activity; (b) exceeds the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the Online Banking Service, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in this Online Banking Services Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or your protection, we have reasonable cause not to honor.

## AGREEMENT

**1. Confidentiality:** Client shall not publish, reveal, or make any use or disclosure, other than as necessary for purposes of its performance under this Agreement or as may be required by law of; (a) security identifications, account numbers and other UB security measures and procedures; (b) UB Client information including, without limitation, names, addresses, credit card numbers, PIN numbers, Social Security Numbers, or other identifying number or identifiers, phone or fax numbers, e-mail addresses, or other communication; (c) UB or Client's business statistics, including but not limited to data, information or reports concerning volumes, revenues, expenses, quantities or performance by period, category or location; (d) UB or client fees, rates, charges, discounts, reductions, adjustments, accommodations, or payment hereunder; (e) operational times, details, instructions, terminal or systems diagrams of, or any other details of or about Universal Bank's electronic hardware or computer systems, networks, databases, electronic storage, preservation or searching of information, terminal interfaces, software programs, security controls, computer capabilities or monitoring, employee or customer training or supervision, vendors, or suppliers of information about them, or any other confidential information with respect to UB, the Online Services it offers, or the relationship between the parties. You agree to keep and hold this Agreement and all Addenda and attachment thereto, private and confidential, and not to publish, disclose or reveal all or any part of the same to any third parties without UB's prior written consent, which it may grant or not in its sole and absolute discretion.

**2. Compliance with Law:** Consistent with Universal Bank's policy of providing its services in compliance existing laws, you agree to comply with all applicable federal and state laws and regulations, as amended from time to time, of any kind, in any jurisdiction in which it or Universal Bank does business, including, without limitation, those relating to banking, currency transactions, and contractors of or with national or state-chartered banks, whether they apply directly to the business or Principal, or apply to Universal Bank or any service offered by its directly or through contracting parties. Such rules and regulations include those of the Internal Revenue Service, Office of Comptroller of Currency, the FDIC, the Department of Homeland Security, the Department of Justice, and state banking, money transmission, or other laws and regulations, whether legally applicable to national banks or generally followed by Universal Bank regardless of such applicability. The Client will comply with all instructions, policies, or guidelines of Universal Bank pertaining to the foregoing, or relating in any way to legal or administrative requirements, policies, interpretations, or recommendations of any federal or state agency relating to the sale, redemption, processing, reporting, recording, accounting for, collection, deposit, crediting or debiting of, disclosure or privacy of, or security or handling of any accounts, checks, electronic items, monetary instruments, money transfers or transmissions, or technology associated with any service offered by Universal Bank or through the Client.

**3. Online Access and Security:** The business Client must assign and provide UB with a company Online Administrator. The administrator will have the sole responsibility to assign company users rights to initiate and/or approve Requests. You will be responsible for maintaining security regarding user assignments, logins, security devices and passwords. You acknowledge and guarantee that all user codes, passwords, PINs, tokens, or other security devices will be held in a secure manner and that users will not share their personal codes, passwords, PINs, tokens, and security devices. Appropriate safekeeping will be maintained for all tokens and security devices at all times. You or anyone authorized by you who possesses a unique login Access ID, password, PIN, token, or other security device for your Account(s) may instruct us to perform the following transactions: Transfer funds among your eligible accounts, obtain information we make available about your Account(s) and/or obtain other services or perform other transactions that we may authorize now or make available at a future date.

If the Client or Principal has reason to believe that any security procedures, passwords, codes, or devices have or may have become known by, or have or may have become compromised by, unauthorized persons (whether employed or not employed by the business or Principal), you agree to immediately notify Universal Bank by telephone and agrees to confirm in writing to the Bank within twenty-four (24) hours. UB will establish a new security procedure (passwords or codes) to Client in accordance with the Bank's security requirements.

Universal Bank reserves the right to change codes, tokens, and security procedures at any time by giving reasonable prior notice to the Client.

**4. Financial/Business Records and Information:** All records concerning clients of Universal Bank online banking services or products and records relating to services sold or products provided are property of Universal Bank. Except as otherwise provided for in this Agreement or any Addenda, Clients shall maintain its business and banking records, general ledger, listing of accounts, and all records relating to all transactions. Such records shall include copies of all transaction forms, checks, receipts, instruments, agreements, correspondence, communications, and all other records Client may make or keep in connection with its performance under this Agreement or any Addenda, or regarding any service or product provided for thereunder. Principal and Client hereby agree to provide UB, upon request, year-end detailed personal and business financial statements for the preceding calendar year, consisting of full and complete copies of actually filed and signed Federal and State income tax returns. In addition, upon request Principal and Client agree to provide UB with any other financial or business information which the Bank may reasonably request, including, but not limited to, annual financial statements and tax returns of any Partnership, Corporation, LLC or business or trust of any kind in which the Principal may have an interest; verifications and details of business locations, bank accounts, policies, equipment, procedures, and vendor relationships; verifications of management and supervisory responsibilities and personnel at various locations; licensing, permit and other governmental compliance verifications, substantiation and proof of compliance with any obligations of this Agreement or any Addenda, and any information or documentation reasonably requested in writing by UB in connection with the existence or performance of this Agreement or any Addenda, or which is reasonable or convenient for the purpose of exercising any right of approval provided for, contemplated, sought or required therein. Universal Bank may, at its discretion, and without invoking any audit provisions of this Agreement, require Client to make a full detailed accounting in writing of any specified period of operations, or any specified series of transactions for any product(s) or service(s) during a period of three weeks or less, including, without limitation, any business operations, and transactions.

**5. Account Relationship & Agreement:** This Agreement, its Addenda(s), the Business Online Banking Agreement and the Mobile Banking Terms & Conditions shall act as one overall agreement.

**6. Training and Supervision:** Client shall be responsible to notify and train its employees, agents and representatives about the existence, substance, and correct implementation of all obligations under this Agreement, whether imposed by law or contract, and regarding the operation, use, maintenance and security of equipment, software, user ID's and passwords, system access, which is required for, or used to provide Client's or Banks services. Due to the off-bank site nature of the services provided to the Client, it is agreed that the Client is solely and exclusively responsible for any operations, activities, occurrences, or transactions that originate, occur on, use, or which are facilitated by, any premises or computers it uses, regardless of the degree of care by the Client. Client will therefore, in addition to training, carefully and thoroughly investigate the background of, and carefully choose and select, those personnel who are to use or have access to any UB online banking system so as to eliminate any unauthorized use, any misuse, fraud, abuse, or criminal activity. Client will further diligently, continuously, and effectively supervise, oversee and from time to time as reasonable or necessary investigate, examine, audit, monitor and review, the work, habits conduct, and computer and other activities and transactions of its employees, agents and representatives, and of all who have access to, use, or are contemplated to be using the UB online banking system, in order to affirmatively prevent and discover fraud, unauthorized transactions or copying, theft, and misuse or abuse of, or any data or information of Client, UB or others. Client will create, maintain, and enforce such procedures, policies, disclosures and privacy waivers by employees or others as are reasonable and necessary for such purposes. It is important that you read and understand the terms and conditions provided in this Agreement before you indicate your acceptance by signing below. Your continued use of the Online E-Banking service will indicate your acceptance of any subsequent amendment to this Agreement that we may provide to you from time to time. The Agreement amendments, notices, periodic statements, and other communications may be provided to you in electronic format if you have authorized that format of delivery.

**7. Text Message (SMS) Terms of Use:** Your wireless carrier's standard messaging rates apply to SMS correspondence Universal Bank does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your Wireless Carrier.

You represent that you are the owner, or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.

We will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow.

We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.

The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.

We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.

If you have any questions, e-mail [ubonline@universalbank.com](mailto:ubonline@universalbank.com). You can also text the word HELP to 32858 to get additional information about the service. If you receive a message from us unexpectedly, you can text the word STOP to 32858. We do not charge for help or info messages; however, your normal carrier rates apply.