

## ▶ **MOBILE BUSINESS BANKING: TERMS & CONDITIONS**

United Bank & Trust offers mobile access to accounts enrolled in Business Online Banking. By using Mobile Business Banking you are agreeing to the terms and conditions presented here.

Mobile Business Banking and any software you may obtain from Mobile Business Banking (“Software”) may not be available at any time for any reason outside of the reasonable control of United Bank & Trust or any service provider.

### **PRIVACY AND USER INFORMATION**

You acknowledge that in connection with your use of Mobile Business Banking, United Bank & Trust and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Business Banking or the Software (collectively “User Information”). United Bank & Trust and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Business Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. United Bank & Trust and its affiliates and service providers also reserve the right to monitor use of Mobile Business Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

### **RESTRICTIONS ON USE**

You agree not to use Mobile Business Banking or the Software therein for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Business Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by United Bank & Trust (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation United Bank & Trust or any third-party service provider involved in the provision of Mobile Business Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose United Bank & Trust, any third-party service provider involved in providing Mobile Business Banking, or any other

[www.bankubt.com](http://www.bankubt.com)

third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Business Banking or the Software, the security of Mobile Business Banking or the Software, or other customers of Mobile Business Banking or the Software; or (d) otherwise abuse Mobile Business Banking or the Software.

You are responsible for complying with all terms of this Agreement and with the terms of the agreement governing the bank accounts which you access using United Bank & Trust Mobile Business Banking. We can terminate your Mobile Business Banking privileges under this Agreement without notice to you. Accounts which are inactive for the last ninety (90) days may be unenrolled from Mobile Business Banking. Inactivity is defined as no account access through United Bank & Trust Mobile Business Banking in the last ninety (90) days.

To cancel the Mobile Business Banking service, you must notify United Bank & Trust and provide your name, address, and the effective date to stop Service. You may notify United Bank & Trust by one of the following methods:

- ▶ Phone: 641-753-5900 Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time.
- ▶ Email: [onlinebanking@bankubt.com](mailto:onlinebanking@bankubt.com)
- ▶ Letter: United Bank & Trust; ATTN: Business Online Banking; 2101 S Center Street, Marshalltown, IA 50158
- ▶ In person at United Bank & Trust, 2101 S Center Street, Marshalltown, IA 50158.

## AMENDMENTS AND TERMINATION

We may restrict and/or cancel, without prior notice, your ability to use Mobile Business Banking if we notice any suspicious activity or if you do not use Mobile Business Banking for a period of 90 days or more. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. United Bank & Trust reserves the right, in its sole discretion, to change, modify, add, or remove portions from Mobile Business Banking. We may change this 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 electronic message. If you maintain use of Mobile Business Banking after the effective date of change, you indicate your agreement with the change.

## GOVERNING LAW

This Agreement shall be constructed in accordance with and governed by the laws of the State of Iowa.

## DISPUTES

Any dispute relating in any way to your use of Mobile Business Banking, to this Agreement, to your Account Agreement, to the Funds Availability Disclosure, or to our advertising or solicitation practices shall be submitted to confidential arbitration. Arbitration shall be conducted under the rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration or any other action or proceeding involving any other party subject to an agreement with us governing such party's use of Mobile Business Banking, whether through class action or arbitration proceedings or otherwise.

[www.bankubt.com](http://www.bankubt.com)

## BIOMETRIC LOGIN

Biometric Login is an optional fingerprint or face recognition sign-in method for Mobile Business Banking that may be available for certain Apple® (via Face ID™ or Touch ID™) and Android® mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your biometrics on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device.). Biometrics are stored on your device only and United Bank & Trust never sees or stores your biometric information. You acknowledge that by enabling Biometric Login, you will allow anyone who has a biometric stored on your device access to your personal and payment account information within Mobile Business Banking. United Bank & Trust reserves the right to suspend or disable this feature at any time. Biometric Login can only be associated with one Mobile Business Banking username at a time on a device. If your device doesn't recognize your biometrics, you can sign in using your standard login credentials (e.g. password). To use Biometric Login for Mobile Business Banking on multiple devices, you will need to set it up for each device. You can enable or disable Biometric Login anytime within Mobile Business Banking.

Apple, Face ID, and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.