

## **CONSENT TO CONDUCT TRANSACTIONS ELECTRONICALLY AND TO RECEIVE ELECTRONIC DISCLOSURES AND NOTICES**

### **ELECTRONIC DISCLOSURE**

To continue enrollment in My Bank Online Internet Banking service with First United Bank & Trust, you need to agree to the following electronic disclosure, permitting us to send you important information electronically. You must give your consent by clicking the "I Agree" button at the bottom of the page to continue with your enrollment. If you do not accept, you will not be allowed to enroll in My Bank Online Internet Banking services. You will also be required to review the My Bank Online Internet Banking Agreement & Disclosures to complete your enrollment.

### **ELECTRONIC BANKING DISCLOSURE AND CONSENT**

By your consent, you agree that we may provide you with all account disclosures, notices and other communications regarding My Bank Internet Banking, including disclosures and agreements, and any future amendments, in electronic form. At your request we will provide you with a paper copy of any amendments to our disclosures and agreements. You may request paper copies by calling or writing us at the contact information below. You have the right to withdraw this consent, but if you do, we will immediately discontinue your My Bank Online Internet Banking service. To withdraw your consent, call us or write to us at the contact information below. It may take up to ten business days to complete your request.

### **OPTIONAL: ELECTRONIC STATEMENTS(E-Statements)**

You may elect to receive your bank account statements during your enrollment or at a later time (by clicking on Change Statement Delivery Method in the "Customer Service" section). By electing to receive E-Statements you agree that:

- Your E-Statements will be made available in My Bank! Internet services in a PDF format. You must have the most current version of Adobe Reader to read and save your E-Statements. You will be able to print, and/or save them to your computer. Your joint owner(s), if enrolled in My Bank! Internet Services will also be able to view E-Statements for each enrolled account. If you choose to enroll, the conversion to E-Statement format will occur after your next monthly statement.
- You will receive an external Internet email when your E-Statement is available for your review that will remind you to notify us promptly of any errors or if you need any additional information about your E -Statement.
- You will maintain a current external email address. If you use an email filter, our emails to you may be blocked by your Internet Service Provider. We are not responsible for blocked emails.

- If you later elect to opt-out of E-Statements, after your final E-Statement your next statement will be delivered via U.S. Mail.
- You will no longer have access to your online statements, so it is recommended you save or print a copy.
- If you request a paper copy of your account statement although one was delivered to you via E-Statement, you may incur a fee.
- Please refer to our Consumer Pricing Guide for any additional fees.
- Statements for open accounts will be available to you through My Bank Online for a minimum of 24 months. Once an account has closed, you will have access to statements on non-interest-bearing accounts for 30 days, and interest bearing accounts until February of the following year.

## **YOUR MINIMUM SYSTEM REQUIREMENTS**

To access My Bank! Internet Services and to access and retain all disclosures, you need the latest commercially accepted browser versions offered by the browser vendor and the hardware required by the browser vendor to operate the browser version. Additionally, the most current version of Adobe Reader is required to read and save the disclosures. To agree that your system meets the requirements, and that you consent to receive all notices regarding Online Banking in electronic form, click the "I Agree" button. Should the requirements change, you will be notified and required to confirm your ability to meet the new requirements. Information sent through our pages is secure and uses Secure Socket Layer (SSL) protocol. SSL technology encodes information that is being sent over the Internet to help ensure the information remains confidential.

## **CONTACT INFORMATION**

First United Bank & Trust  
12892 Garrett Highway  
Oakland, MD 21550

1-888-692-2654  
customerservice@MyBank.com

## **MY BANK ONLINE INTERNET BANKING AGREEMENT & DISCLOSURES**

This Internet Banking (“My Bank Online”) Agreement and Disclosures is the contract that covers your and our rights and responsibilities concerning the My Bank Online service offered to you by First United Bank & Trust. In this Agreement, the words “**you**”, “**your**”, and “**yours**” mean those who request and use My Bank Online, any joint owners of accounts accessed under this Agreement or any authorized users of My Bank Online. The words “**we**”, “**us**”, “**our**” and “**First United**” mean First United Bank & Trust. The word “**account**” means any one or more deposit accounts you have with First United. “**Password**” means the personal identification number or personal security code, whether one or more than one, that you choose or is assigned to you by First United that allows you to access My Bank Online. “**Transaction(s)**” means all electronic funds transactions performed through My Bank Online. “**Agreement**” means this My Bank Online Internet Banking Agreement and Disclosures, any amendments, our account agreements and the Fee Schedule for your type of account, and the instructions and other material provided to you by My Bank Online. “**Electronic Banking System**” means the components that permit you to make or initiate Transactions through My Bank Online, including telephone lines and equipment, Personal Computers (PCs), computer systems, Internet access and web sites, bill payment center and the automated clearinghouse system.

By requesting and/or using My Bank Online, each of you, jointly and severally, agrees to the terms and conditions in this Agreement.

### **Application for My Bank Online**

You may become eligible for My Bank Online by submitting a My Bank Online application. To use My Bank Online, you must have a checking account in good standing with First United.

### **Account Access**

If we approve your application for My Bank Online, you may use your personal computer to access your accounts. You must use your My Bank Online account number along with your password to access your accounts. My Bank Online generally is accessible 7 days a week, almost 24 hours a day through our website, [MyBank.com](http://MyBank.com) or you may access your account by touch-tone telephone by using your Telephone Banking number and Personal Identification Number (PIN) 4:00 a.m. and 1:00 a.m., 7 days a week at 1-800-218-1014. You understand that any person granted access to My Bank Online may authorize us to make transfers to and from your accounts on your behalf, even if other agreements you have with us or other financial institutions require the instructions of one or more named individuals to access funds in your accounts.

**Equipment and Technical Requirements.** To perform Transactions, you must have the telephonic or other electronic equipment necessary for My Bank Online, such as a PC with modem and/or World Wide Web access. It is your responsibility to acquire the equipment, software or Internet service necessary to access My Bank Online.

## Types of Transactions

You may use My Bank Online to:

- Transfer funds between your deposit accounts and loan accounts with us.
- Transfer funds from your First United checking account to your deposit or loan accounts outside First United
- Bank & Trust as long as the outside account is with a US financial institution.
- Transfer funds from your deposit or loan accounts outside First United Bank & Trust to your checking account with us, as long as the outside account is with a U.S. financial institution.
- Review account balance and transaction history for any of your accounts.
- Place a stop payment request for any check you have written on an account. (See below for how to stop payments scheduled under the My Bank Online Bill Payment Feature.)
- Your stop payment request is considered to be a written request and is effective for six (6) months.
- Import and export account information into compatible financial management software.
- Conduct other transactions permitted by First United.
- Communicate with First United using electronic mail (“E-mail”).
- By separately requesting “Bill Pay Services,” you can use My Bank Online to make bill payments to a business (payee) from a checking account.
- Transactions involving a line of credit account will be subject to your loan agreement.

## Transfers

You may make funds transfers to other First United accounts of yours as often as you like. Federal banking regulations restrict the number of transfers and withdrawals from any type of savings or money market account to another of your accounts to six (6) per month/monthly statement cycle with us or to a third party by means of a preauthorized, telephone or automatic transfer (which would include transfers made via My Bank Online). In all cases, security concerns may lead to other limits on the number or dollar amount of Transactions you may make from time to time. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit with us at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. First United reserves the right to refuse any Transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The cutoff time for transfers between internal accounts is 7:00 p.m. EST for that business day. We do not consider Saturday or Sunday a business day, therefore any internal transfer on Saturday or Sunday will be recorded the following business day, which is generally Monday, with the exception of Federal and Bank Holidays.

## Account Information

The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be

limited due to the processing time for ATM transactions and our Funds Availability Policy.

## External Transfers

Through the External Transfer Feature, you may transfer funds from your bank account(s) at another financial institution (“**External Bank Account(s)**”) to one of your First United checking accounts. You also may transfer funds from one of your First United checking accounts to your External Bank Account(s).

- a. When you log into My Bank Online and give us External Transfer instructions, you authorize us to initiate Transactions to and from your First United checking account and the External Bank Account. You also authorize us to correct any error and to make adjustments when a Transaction is returned, reversed or cannot be completed by initiating Transactions to and from your account(s) and the External Bank Account(s). Your authorizations remain in place until you cancel My Bank Online and we have had a reasonable time to act upon your cancellation request.
- b. You represent and warrant to us that: you are the owner of the External Bank Account(s); you have all necessary authority and rights to register for the External Transfer Feature and to initiate funds transfers to and from the External Bank Accounts; you are an individual consumer and the External Bank Accounts are held and used by you solely for personal, family or household purposes; and you will not use the External Transfer Feature for any purpose that is in violation of any law, rule, or regulation, or the rules of any electronic payment system. First United and the financial institution(s) holding the External Bank Account(s) may rely on these representations. We will use the Automated Clearing House (“**ACH**”) network to initiate and process the Transactions. We may use other methods to process a Transaction, including a book transfer or wire transfer.
- c. We will process External Transfer instructions received before the time specified on the My Bank Online website on a business day (currently 7:00 PM EST) the next business day. External Transfer instructions that are received on a non-business day or after the time specified on the My Bank Online website on a business day will be processed the business day following the next business day.
- d. We have no obligation to complete an External Transfer if there is an insufficient funds balance in your First United checking account to complete the funds transfer to the External Bank Account; the ACH debit to the External Bank Account is not processed or is returned for any reason by the financial institution holding the External Bank Account; the External Transfer instruction exceeds any dollar or frequency limitation placed on funds transfers by us; First United or the financial institution holding the External Bank Account imposes any restriction, hold or limitation that would prevent the execution of the External Transfer instruction; or we have any reason, in our sole discretion, to believe that processing the External Transfer instruction could expose us to a loss of any kind. We are not responsible for actions taken by the financial institution that holds your External Bank Account(s), and we are not responsible if the financial institution does not properly credit or debit a Transaction to or from your External Bank Account.

- e. If an External Transfer cannot be completed, we will make a reasonable effort to complete it one additional time and, if we are still unable to complete it, we will notify you at the email address you have established in your My Bank Online profile. This second processing attempt may delay the completion of the Transaction. It is your responsibility to monitor your accounts through the My Bank Online website and your External Bank Accounts to determine if your Transaction has been processed.
- f. We are not responsible for detecting any errors in External Transfer instructions. You are responsible for all External Transfer instructions, and we may rely upon the information you give us. We may rely solely on the account numbers and bank identifying numbers that you give us to identify your External Bank Account(s) and the financial institution(s) holding the External Bank Account(s), regardless of whether or not you also provide the name of the account holder or the name of the financial institution. We and other financial institutions processing your Transactions have no responsibility to identify or investigate any discrepancy between names and account numbers.
- g. The aggregate dollar amounts of Transactions we will process for you per business day are:
- |  |             |
|--|-------------|
| <b>Inbound Transfers</b> (transfers <b>to</b> a First United account)    | \$25,000.00 |
| <b>Outbound Transfers</b> (transfers <b>from</b> a First United account) | \$25,000.00 |
- h. Each of these separate limits applies to the aggregate External Transfers to or from all of the accounts at First United associated with your My Bank Online account. We may decline to process, or delay processing of, any or all of your External Transfer instructions at any time if we, in our sole discretion, are concerned that the requested transfer may be unauthorized or otherwise improper. If we decline to process, or delay processing, any External Transfer instruction, we will promptly notify you via e-mail, and we have no liability to you for any damages.
- i. You may request cancellation of an External Transfer if the External Transfer instruction has not been processed. We will take reasonable steps to act on your cancellation requests, but we are not responsible if we cannot cancel an External Transfer instruction because we did not have sufficient time to act.
- j. When you register for the External Transfer Feature, you authorize us to obtain information from any financial institutions holding your External Bank Account(s) to confirm your access to and/or ownership of the External Bank Account(s). You also authorize us to request information regarding you and your External Bank Account(s) from other sources to verify your identity and account ownership, protect against fraud, confirm your pattern of use, comply with applicable law or otherwise as necessary to provide the External Transfer Feature to you. We are under no obligation to you or any other person to verify or confirm your ownership of the External Bank Account(s) or to confirm that your First United accounts and the External Bank Account(s) are held in the same name and/or legal capacity. You will provide true, accurate, current and complete information about yourself and your External Bank Accounts. To verify your authority to access the External Bank Account(s), you authorize us to make up to two (2) small deposits (less than \$1.00) to each External Bank Account. Then, you will tell us the amounts of each deposit.

## Bill Payment Feature

- a. Payments may be set up as a one-time “Single Payment” or as a “Recurring Payment.” Not all payees will accept electronic payment and a check will be issued to these payees. You may set up payees using the menu bar displayed when the Bill Payment page of our web site is accessed. The instructions will guide you through the process of determining whether the payee will be able to receive an electronic payment or whether a paper check will be required. Information required to process the payment will be displayed. We reserve the right to refuse the designation of a payee for any reason. Each payee we accept will be assigned a payee code. You may pay any payee you wish in the United States, except that you cannot use the Bill Payment Feature to pay a federal, state or local governmental agency or tax unit, or other payees we designate from time to time or to make court directed payments. We are not responsible if a payment cannot be made due to incomplete, incorrect, or outdated information you provide regarding a payee or if you attempt to pay a payee that is not on your authorized payee list.
- b. A single payment will be processed on the business day that you designate as the payment’s process date, provided the payment is submitted prior to the daily bill payment cut-off time on that date. The daily cut-off time is currently 1 p.m. We reserve the right to change the cut-off time. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business day as the payment’s process date, the payment will be processed on the last business day before the designated process date.
- c. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a nonbusiness day, the payment date will be the next business day. Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.
- d. **FOR ELECTRONIC PAYMENTS THE PAYMENT PROCESS DATE MUST BE AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE DUE DATE AND FOR PAPER CHECKS THE PAYMENT PROCESS DATE MUST BE AT LEAST SEVEN (7) DAYS PRIOR TO THE DUE DATE** for each bill payment to reach the payee. You have limited ability to change or cancel a bill payment: a bill payment only can be changed or canceled if you access the Bill Payment Feature to change or cancel the bill payment prior to the bill payment cut-off time on the business day prior to the business day the bill payment is scheduled. For example, if a bill payment process date is Wednesday, you must access the Bill Payment Feature before 1:00 p.m. (the current cut off time) on the preceding Tuesday to cancel that bill payment. If you want us to place a stop payment on a recurring bill payment without using My Bank Online, call us or write us at the telephone number and address indicated under **Liability for Unauthorized Access** in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we also may require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop a direct debit from your account 3

business days or more before the Transaction is scheduled, and we do not do so, we will be liable for your losses or damages as provided under law.

- e. You agree to have available and collected funds on deposit in the checking account you have designated sufficient to pay for all bill payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other term of this Agreement. If you do not have sufficient funds in the account and we have not exercised our right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of your accounts to cover such payment obligations.

## **Password and Security**

To use My Bank Online, you must select an alpha numeric password. The password is a “security procedure.” You agree that this security procedure is commercially reasonable and is designed to authenticate your Transactions. You agree that you will not disclose, and will prevent the disclosure of, your password. If the confidentiality of the password is compromised, you shall notify First United immediately. You assume sole responsibility for maintaining the password. When you access My Bank Online, your instructions may be recorded. You consent to such recording.

If you believe that your password has been lost or stolen or that someone may attempt to use My Bank Online without your consent or has transferred money without your permission, you must notify First United at once by calling 1-888-692-2654. Representatives are available Monday to Friday 8:00 a.m. to 10:00 p.m. and Saturday 8:30 a.m. to 4:00 p.m.

## **Liability for Unauthorized Access**

Tell us at once if you believe your access code has been lost or stolen or anyone has used your access code or accessed your accounts through My Bank Online without your authorization. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit.) If you tell us within 2 business days, you can lose no more than \$50.00 if someone accesses your accounts without your permission. If you do not tell us within 2 business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.00.

If this is a business account, the limitations or liability do not apply and you assume responsibility and are hereby contractually liable, jointly or severally if applicable, for all Transactions, including unauthorized Transactions, made through My Bank Online or other electronic fund transfer service, subject to the limitations of applicable law. This includes all Transactions performed by any one you authorize or to whom you provide the password or PIN or access device, regardless of whether their actions exceed any limits you place on their authority.

Also, if your statement shows My Bank Online transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers



if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that your access code has been lost or stolen or someone has used your access code or has transferred or may transfer money from your account without your permission, call us at:

**1-888-692-2654**

or write us at:

**First United Bank & Trust  
Customer Service Center  
12892 Garrett Highway  
Oakland, MD 21550**

### **Business Days**

Our business days are Monday through Friday excluding Federal Holidays.

### **Periodic Statements**

Transactions will be recorded on your periodic statement. You will receive statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

### **Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or the Transactions you make:

- As necessary to complete Transactions;
- To verify the existence of sufficient funds to cover specific Transactions upon the request of a payee or a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission;
- As otherwise permitted by law;
- As described in the Privacy Notice we give you from time to time.

### **Our Liability**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, First United will not be liable.

- If, through no fault of ours, you do not have adequate funds in your account to complete a Transaction, your account is closed, or the Transaction amount would exceed your credit limit

on your line of credit, if applicable.

- If you used the wrong access code or you have not properly followed any My Bank Online or computer or Internet instructions for making Transactions.
- If your computer fails or malfunctions or My Bank Online was not properly working and such problem should have been apparent when you attempted such Transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes and equipment or power failure) prevent making the Transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given First United complete, correct and current instructions so First United can process a Transaction.
- If the error was caused by a system beyond First United's control, such as your Internet Service Provider.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If First United makes a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- If there are other exceptions as established by First United from time to time.

## Changes in Terms - New Services

We may incorporate new options into My Bank Online. By using a new option, you agree to be bound by the rules concerning that option. We may amend this Agreement. Unless applicable law requires otherwise, all amendments will be binding upon you immediately after we give you notice of the amendment.

## Notice

Any notice, request or other communication you are required or permitted to give under this Agreement must be in writing and sent by certified or registered United States mail, return receipt requested, postage prepaid, to the address indicated under **Liability for Unauthorized Access**. Notices will be effective when we receive them. At our discretion, we may give notice to you by mail or by e-mail. We will send written notice only to one owner on your account. Sending written notice to a single address constitutes notice to all owners. We may give notice of changes in terms or we may revise the terms and conditions in this Agreement and make it available in our branches. Any notice that we mail is considered given 48 hours after we place it in the mail, postage-paid, for delivery to your address as shown on our records. Any notice delivered electronically is considered given 24 hours after it is first made available through My Bank Online. If a specific notice period or type of notice is required by applicable law, the notice will be binding in accordance with such law.

## Termination

At any time, we may terminate your right to use My Bank Online or cancel this Agreement. We may give notice of termination or cancellation, but we are not obligated to do so. You may terminate or

cancel your right to use My Bank Online by giving us notice. Your notice of termination will become effective 3 business days after you give it. Termination by one account owner terminates My Bank Online for all account owners. Termination will not affect any liability incurred by you prior to termination.

## Billing Errors

In case of errors or questions about your My Bank Online Transactions, if you think your statement is wrong or if you need more information about a Transaction listed on your statement, telephone us at the phone number or write to us at the address set forth above in the **Liability for Unauthorized Access** section as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appears.

- Tell us your name and account number.
- Describe the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 calendar days. We will determine whether an error occurred within 10 business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## Limitation of Liability

We provide My Bank Online and related documentation “as is” without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We are not responsible for any errors or failures caused by the malfunction of the Electronic Banking System. We also are not responsible or liable for any computer virus caused by use of the Electronic Banking System. You will be responsible for any Transaction request you make that contains an error or is a duplicate of another Transaction. We are not responsible for a Transaction that is not made if you did not properly follow the instructions for making a Transaction. We are not liable for any failure to make a Transaction if you fail to promptly notify us after you learn that you have not received credit from a payee for a Transaction. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be First United's agent. In any event, we are not liable for any special, consequential, incidental, or punitive losses,

damages, or expenses in connection with this Agreement or My Bank Online, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control. My Bank Online may include access to websites, content and services of companies other than First United. First United does not make any representations regarding such third parties or their content or services and you are responsible for complying with such third parties' agreements and policies.

## **Enforcement**

You agree to be liable to First United for any liability, loss, or expense as provided in this Agreement that First United incurs as a result of any dispute involving your accounts or services. You authorize First United to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

## **Disputes**

In the event of dispute regarding My Bank Online, you and First United agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and First United which supersedes any proposal or prior agreement, oral or written, and any other communication between you and First United relating to the subject matter of this Agreement. If there is a conflict between what a First United employee says and the terms of this agreement, the terms of the agreement shall control.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Maryland or West Virginia based on the state in which your account originated. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

## **Assignment**

You may not assign this Agreement to any other party. First United may assign this agreement. First United may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## Mobile & Internet Banking Suspension/Cancellation

We have the right to limit, suspend or cancel your access to the Services, in whole or in part, at any time, without cause or notice. Your Service privileges may also be suspended or revoked if your Account becomes overdrawn.

*Service(s)* is defined as one or more of the following: eBanking, eStatements, Mobile Deposit, Bill Payment, ACH Services, Zelle or other related services.

- If the Service is suspended or cancelled, you understand that any scheduled transactions will not be made as scheduled. Suspension or cancellation shall not affect your liability or obligations under this Agreement.
- Your Services will remain in effect until terminated by you or First United Bank & Trust.
- You may cancel a Service at any time by notifying us of your intent to cancel, in writing:

**Mail:**

First United Bank & Trust  
Attn: Customer Care  
Center 12892 Garrett  
Highway  
Oakland, MD 21550

**Email:** [customerservice@MyBank.com](mailto:customerservice@MyBank.com)

- This cancellation applies to your Services only and does not terminate your Account(s). We recommend that you cancel any scheduled transactions prior to notifying us that you are discontinuing any Service.

### Inactivity for Internet Banking

If you do not log in to Internet Banking for thirteen (13) months or more and have no outstanding scheduled deposits, payments or transfers we may cancel your Internet Banking Service without further notice. Additionally, eStatements will be turned off and you will begin receiving your statements through the mail which may result in a charge.

### Inactivity for Mobile Banking

If you do not log in to Mobile Banking for ninety (90) days or more and have no outstanding Mobile deposits, payments or transfers, we may cancel your Mobile Banking Service without further notice.