

United Community Bank

Payroll Debit Card Disclosure Statement and Terms and Conditions

INTRODUCTION

These are your United Community Bank Visa® Payroll Card Disclosure Statement and Terms and Conditions. **Please read them carefully and keep them for your records.** Please sign your Card immediately. By accepting and using your Card you agree to be bound by these Terms and Conditions. United Community Bank Visa® "Payroll Card" or "Card" means the Payroll Card issued by United Community Bank, Chatham, Illinois. "You" and "Your" means the person listed on our records as the beneficiary or owner of the Account. "We", "Us", and "Our" means United Community Bank. "PIN" means any Personal Identification Number used in conjunction with a Card for certain types of transactions. Business days are Monday through Friday (holidays excluded) and business hours are 8:00 a.m. – 6:00 p.m.

Federal law requires that consumers who make use of a Bank's electronic fund transfer services in connection with certain deposit accounts receive the disclosures contained in this Disclosure Statement and Terms and Conditions ("Disclosure and Terms") before using this service. An electronic fund transfer ("EFT"), generally, is a transfer of funds initiated electronically. Use of a Payroll Debit Card issued by us ("Card") is an electronic fund transfer ("EFT"). We hold the value of all Cards in an aggregate account and there is no FDIC insurance to your benefit. The Card is not a credit card. Some of the disclosures apply only to card-originated EFTs. Some disclosures apply only to preauthorized credit and debit EFTs.

You may obtain information about the amount of money you have remaining in your payroll card account by calling 1-866-279-7292 or 1-855-822-5880. This information, along with a 60-day history of account transactions, is also available online at <https://www2.consumeraccess.com/ucbpayrollcard>.

You also have the right to obtain a 60-day written history of account transactions by calling 1-855-822-5880 or by writing to us at UCB Payroll Card Services, 200 North Fifth, P.O. Box 80, Auburn, IL 62615.

PART A – PAYROLL CARD TERMS AND DISCLOSURES

Section 1. LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your Card or any Personal Identification Number ("PIN") has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money on your Card. If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your Card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00.

Also, if your activity shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the earlier of the date you electronically access your account (if the unauthorized transfer could be viewed in your electronic history) or the date we sent the FIRST written history on which the unauthorized transfer appeared (but in any event within 120 days after the transaction allegedly in error was credited or debited to your account), you may not get back any money you lost after the 60 or 120 day period if we can prove that we could have stopped someone from taking the money if you had told us in time.

Section 2. ADDRESS AND TELEPHONE NUMBER

If you believe your Card has been lost or that someone has transferred or may transfer money from your account without your permission, call 1-855-822-5880 (M-F 8-6) or 1-866-279-7292 (after hours) or write to:

UCB Payroll Card Services
200 North Fifth
P.O. Box 80
Auburn, IL 62615

Section 3. ACTIVATION, TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

Card Activation and PIN. You must activate your Card by calling us toll-free at 1-866-279-7292 before you can use the Card. You can also request a new Personal Identification Number ("PIN") at the same time. The Card and PIN are provided for your use and protection and you will:

- Not disclose the PIN nor record it on the Card or otherwise make it available to anyone else;
- Use the Card, the PIN and any ATM as instructed;
- Promptly notify us of any loss or theft of your Card or PIN; and
- Be liable for the Card and the PIN and for their authorized or permitted use.

Point-of Sale Transactions. You may use your Card to purchase goods and services at merchants that have agreed to accept the Card, and that are equipped with a point-of sale terminal that can process Visa, Interlink or NYCE transactions. You may sign the sales receipt to complete the signature purchase transaction. For this type of transaction, usually, you will need to push the "credit" payment option. Or, you may use your personal identification number, or PIN to process it as a POS/PIN purchase transaction. For this type of transaction, usually, you will need to push the "debit" payment option. Some merchants will accept a transaction for an amount greater than the goods or services purchased and will refund the difference to you in cash ("cash back"). If you use your Card to make a purchase greater than the remaining balance, you must tell the merchant before completing the transaction. The merchant will require payment for the excess by cash or credit.

Cash Transactions. You are permitted to use the Card, along with your PIN, to access cash at any ATM that displays any of the logos appearing on your Card. In addition, you are permitted to use the Card to receive cash at financial institution offices that accept Visa debit cards for Cash Access transactions.

Restaurants, Gas Stations and Other Special Usage Situations. Some merchants such as restaurants, hotels and rental companies may authorize your Card for more than the Transaction amount in order to cover any anticipated gratuities, incidental charges or deposits. If such authorization is greater than the balance available on your Card, it is possible that your Card may be declined. For similar reasons, your Card cannot be used at an automated gas pump that accepts credit cards. You may use your Card at any gas station which accepts Visa®, but you must pay the attendant inside.

No limitation on Frequency of Point-of Sale Transactions. There is no limitation on the frequency of any of the transactions available for the Card.

Limitation on Dollar Amount of Transactions.

(1) Separate withdrawal and purchase limits apply. Total withdrawals or purchases in any one day may not exceed the separate Daily Limits for a single card number. You will be allowed to make transactions up to the available balance on your Card up to the maximum Daily Limit, whichever is less. The Daily Limits are as follows:

- Daily ATM Withdrawal Limits: - \$300.
- Daily Cash Advance Transaction Limits: - \$500
- Daily POS Signature Purchase Transaction Limits: - \$1,000
- Daily POS/PIN Purchase Transaction Limits: - \$1,000

(2) Most ATMs require that cash withdrawals be made in multiples of a dollar amount (e.g. \$10 or \$20). In addition, some ATM operators and financial institutions have maximum amounts that may be withdrawn in one transaction. Many merchants limit the amount of cash back associated with a purchase transaction.

Currency Conversion. When you use your Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa charges a foreign transaction fee of 1% of the US dollar amount for each foreign transaction, regardless of whether there is a currency conversion. A foreign transaction is a transaction where the country of the merchant is outside the USA. Transactions in US territories may be considered foreign transactions.

Section 4. CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS

There is a monthly dormancy charge for non-usage of your Card and other fees relating to the use of your Card. The monthly dormancy fee will be charged after 6 months of non-usage. These charges are set forth in Section 11, Schedule of Fees and Charges. Any fees or charges will be charged to your Card. (When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer.)

Section 5. OVERDRAWING YOUR ACCOUNT

You agree that you will not overdraw your Card. If an overdraft on your Card does occur, you will pay the full amount of the overdraft to us immediately upon request.

Section 6. DISCLOSURE OF INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your Card or the transaction that you make:

- Where it is necessary for completing the transaction; or

- In order to verify the existence and condition of your Card; or
- In order to comply with government agency or court orders or as otherwise required by law or in connection with examinations by banking authorities; or
- For analytical purposes; or
- If we conclude that disclosure is necessary to protect you or the interests of the Bank; or
- If you give us your permission.

Section 7. NO PREAUTHORIZED TRANSFERS ALLOWED

You may not make preauthorized regular payments through the use of your Card.

Section 8. BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transaction arising from the use of your Card on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

If through no fault of ours, you do not have enough money on your Card to cover a transaction; or if the terminal or system was not working properly; or if circumstances beyond our control (such as flood or fire) prevent the transaction, despite reasonable precautions that we have taken. Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized transaction. We are not liable for any special, indirect or consequential damages.

Section 9. ERROR RESOLUTION NOTICE

In case of errors or questions about your payroll card account, telephone us at 1-855-822-5880 or write us at UCB Payroll Card Services, 200 North Fifth, P.O. Box 80, Auburn, IL 62615, or email us at ElectronicServices@ucbbank.com as soon as you can, if you think an error has occurred in your payroll card account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-855-822-5880 or writing us at UCB Payroll Card Services, 200 North Fifth, P.O. Box 80, Auburn, IL 62615. You need to tell us:

- Your name and payroll card account number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and 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 money 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 three 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.

If you need more information about our error-resolution procedures, call us at 1-855-822-5880 or visit <https://www2.consumeraccess.com/ucbpayrollcard>.

Section 10. GOVERNING LAW/SEVERABILITY

This Agreement will be governed by the laws and regulations of the United States and, to the extent not so covered, by the laws and regulations of the State of Illinois. A determination that any part of these Terms and Conditions is invalid or unenforceable will not affect the remainder.

Section 11. SCHEDULE OF FEES AND CHARGES

Replacement Card Fee

\$5.00 for the replacement of a lost, stolen or damaged Card.

Monthly Dormancy Fee

\$5.00 per month after 6 months of non-usage.

Card Balance Inquiries and Customer Service

UCB Payroll Card Services 1-855-822-5880 Free (M-F 8-6)

VRU-Toll Free 1-866-279-7292 Free

Web Inquiries Free

Other fees may apply and will be disclosed when service is provided.

Section 12. WITHDRAWALS.

Federal law requires us to impose special rules limiting withdrawals from some Accounts. You can make withdrawals only by an ATM or POS/PIN Transaction, in accordance with and subject to Part A of this Agreement. We will settle an ATM and POS/PIN Transaction from the funds that we determine, in our discretion, are "available" for withdrawal from your Account. Some or all of the funds in your Account may not be "available". For example, funds deposited on your behalf may not be available under our Funds Availability Policy until a later date. Likewise, we may have placed a "hold" on some or all of the funds in your Account because, for example, we reasonably believe a court order has restrained us from releasing funds to you. We will not be liable to you if we decline to pay any ATM or POS/PIN Transaction from your Account if the Account has insufficient available funds to pay the item. We do not have to check the balance in your Account more than once to determine if there are available funds.

Section 13. UNCLAIMED FUNDS

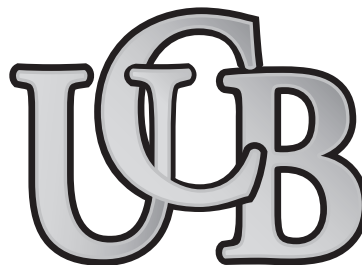
Illinois law requires us to consider the balance in any Account to be abandoned property and to transfer the funds in the Account to the State of Illinois after a one (1) year period, if for a consecutive period of one year, so specified by applicable State law, there have been no withdrawals, deposits, or other activity on the Account, and we have had no contact with the payroll card owner. If this happens to your Account, you must file a claim with the Illinois State Treasurer, Unclaimed Property Division, P.O. Box 19495, Springfield, IL 62794 or other state agency to recover your funds. We are not liable for funds transferred to any state agency as required by law.

Section 14. DEATH/INCOMPETENCE

Your death, or a declaration that you are legally incompetent to handle your affairs, does not end our authority to pay ATM or POS/PIN Transactions or to accept deposits until we receive written notice of your death or declared incompetence. Even after we receive notice, we can pay such transactions occurring before your death or declared incompetence for up to ten (10) days or any longer period permitted under applicable law.

PART B – AMENDMENT AND CANCELLATION

We reserve the right to change the terms of this Agreement at any time. We will give you such notice of the change as we determine is appropriate, such by online notice or letter and as required under applicable law, except we will give you twenty-one (21) days' prior notice if the change would result in increased fees or charges, increased liability for you, fewer types of available fund transfers, or stricter limitations on the frequency of dollar amounts of transfers. We are not required to give you prior notice where an immediate change is necessary to maintain or restore the security of our EFT system. However, if such change is made permanent, we will give you appropriate notice. We may also cancel your privilege to use the Card and any PIN, even without telling you in advance. If we do this, you will return all Cards to us at once. You may terminate this Agreement at any time by notifying us in writing. If you do this, you also must return all Cards to us at once. Ending this Agreement will not affect your obligations under this Agreement for transactions or transfers completed with your Card or any PIN, even if those transactions or transfers are completed after the ending date.



UNITED COMMUNITY BANKS