



Hometown Bank
Electronic Banking Agreement and Disclosure

Effective Date: October 22, 2020

A. Scope

This Agreement between you and Hometown Bank governs your use of all electronic banking services, including, but not limited to, online banking, mobile banking, mobile check deposit, OneClick Bill Pay, OneClick E-Bills and peer-to-peer (P2P), hereafter referred to as (the “Service”) available to all Hometown Bank customers on a computer through a traditional internet connection and internet browser, or on a tablet or mobile device using a mobile browser or through our mobile banking application available on Android or IOS. There may be additional electronic banking services that are not specifically described in this Agreement and we reserve the right to add or eliminate any electronic banking service. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services. The terms and conditions of this Agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account, which have been previously provided to you, along with the agreements related to other electronic banking services such as the Mobile Check Deposit Agreement, the OneClick Bill Pay Agreement, the OneClick EBill Agreement and the Social Payment Instant Network (SPIN) Terms of Service.

This Agreement is revised periodically, and it may include changes from earlier versions. By accessing your account and engaging in the Service, you agree to the most recent version of this Agreement, which is available to you online at www.ahometownbank.com and at your local Hometown Bank branch. If any amendments to this Agreement result in an adverse effect upon our customers, as determined within the sole discretion of Hometown Bank, we will provide at least 30 days prior notice through a secure online message and/or external email alert.

B. Acceptance of this Agreement

Prior to enrolling in this Service and accepting this Agreement, you should carefully read and consider the following information. Within this agreement “You” and “Your” means each person who is authorized to use the Service. Your completed registration and use of the Service represents and warrants that you are an authorized user acting with full authority to execute this Agreement and you agree to be bound by these terms and conditions and accept them in full, as they may be modified by Hometown Bank from time-to-time and posted on this Service. Furthermore, by your use of the service you also acknowledge that you have received this Agreement and agree to the terms of the E-Sign Consent Agreement located within this Agreement.

When you have completed your enrollment form and accepted the terms and conditions of this Agreement, your electronic banking account will be activated, and you will be ready to begin. However, all enrollment information will be reviewed for fraudulent activity and to ensure accurate information has been entered. Any invalid information will be corrected and if any fraudulent activity is found, the electronic banking account will be closed immediately. You will be notified immediately, via the email address you provide, if your account is closed due to fraudulent activity. Entering fraudulent information may result in criminal charges against you.

Hometown Bank will not be liable for any amounts, fees, late charges, service charges, etc., incurred if you entered incorrect information and payments are processed using that information.

If you do not agree to the terms and conditions of this Agreement and/or do not accept the electronic version of this document, please CANCEL your registration.

C. Relation to Other Agreements

Your use of the Service may also be affected by the agreements between us for your linked Hometown Bank accounts. When you link an account to the Service, you do not change the agreements you already have with us for that account. Similarly, when you use the Service to access a loan account, you do so under the terms and conditions we gave you in the agreement and disclosure for the loan account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with the Service.

D. E-Sign Consent Agreement

When you check the box to acknowledge and agree to the terms and conditions of the services referred to in this Agreement, you acknowledge that you have received this Agreement and you also agree that you are willing and able to accept the electronic version of this document and all other disclosures, notices, communications and amendments thereof related to the Service, that we may provide you, whether by e-mail (sent to the e-mail address you provide us), through the Service, or by any other means. Disclosures that we may provide in an electronic format include, but are not limited to:

- Update or amendments to this Agreement;
- Monthly account statements (separate authorization required);
- Deposit account disclosures;
- Notices of change in account terms;
- Notices of fee changes;
- Privacy and security notices; and
- Responses to any questions you may have about electronic funds transfers

You may print and/or save a copy of this Agreement for your records. However, we will always post our current Electronic Banking Agreement and Disclosure on our website, www.ahometownbank.com. If you need help printing, or if you need a paper copy, please contact us at 1-877-526-9555 and ask for Deposit Operations or by email at info@ahometownbank.com. We will provide the first paper copy free of charge, but charges may apply for additional paper copies.

If you acknowledge your agreement to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format.

You can notify us of your intent to cancel electronic disclosures, including electronic statements, by sending us a secure message through the Service, by emailing us at info@ahometownbank.com or by writing us a letter and sending it to Hometown Bank, Attn: Deposit Operations, PO Box 1323, Corbin KY 40702-1323. If you email us or write us a letter, please be sure to identify yourself and the applicable accounts.

If you agree with the terms and conditions of this Agreement, you can click the Acknowledgement button and continue with your registration.

E. Basic Online Banking Services

The basic features currently available through the Service include:

- Up to 24 months of complete transactional detail and history
- Account inquiries for balances
- Copies of monthly account statements
- Transfers between your Hometown Bank accounts
- View loan balances and make payments to your loans at Hometown Bank
- Access to SingleView Personal Financial Management to manage all your finances (optional)
- Transaction downloads into Quicken, QuickBooks or Excel
- OneClick bill paying service (optional)

You can request access to these privileges at any time through the Service and you can use the Service 7 days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high internet traffic or other factors beyond our control.

Some of the above services may not be available for certain accounts or customer/members.

Commercial online services consist of only transfers between your Hometown Bank accounts and account transactional history unless an Automated Clearing House Origination Master Agreement and a Cash Management Agreement is in place between the business customer and Hometown Bank. See the Automated Clearing House Origination Master Agreement and a Cash Management Agreement for services available.

F. Basic Mobile Banking Services

The basic features currently available through the Service include:

- View current balance information for your linked Hometown Bank accounts.
- Review available transactions for your linked accounts.
- View loan transaction history.
- View branch locations.
- View contact telephone numbers and additional contact details.
- View account alerts and notifications.
- View public information such as 'about us' and contact information.
- Perform basic services such as changing your mobile ID and mobile passcode, personalizing the mobile smart application and changing the language within the smart application.
- Send us secure mobile mail messages and questions regarding the Service.
- Transfer funds between your linked internal Hometown Bank accounts on either a one-time or recurring basis, including as a payment to a linked installment loan or mortgage.
- Pay bills and external payees as defined by the capabilities of the mobile bill pay services.
- Remotely turn on/turn off your Hometown Bank debit card in the event it is lost or stolen.
- Remotely deposit certain checks to your account.
- Originate peer to peer (P2P) payments to bank customers and non-bank customers who have a qualifying debit card.
- Apply for available, personal deposit accounts through the NuFund Account Application Platform.

You can request access to these privileges at any time through the Service and you can use the Service 7 days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high internet traffic or other factors beyond our control.

Some of the above services may not be available for certain accounts or customer/members.

G. Enrollment Process

In order to enroll in the Service:

- You must have an eligible Hometown Bank account.
- Your account with us must be in good standing.
- You must be a resident of the United States or its territories.

You must complete the enrollment process to use the Service. Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. You agree to provide accurate and complete information about yourself and you agree not to misrepresent your identity. Our Operations Department may verify the information you submit for accuracy and proper authorizations. Business customers interested in the commercial features of the Service should contact us directly at 1-877-526-9555 or via email at info@ahometownbank.com for more information.

You will create your username and password during the enrollment process. You will also choose your personal greeting and provide the answers to your security questions at your initial login.

H. Linked Accounts

You are required to identify the eligible accounts that you want linked to your username and must update the same if you choose to add/remove/modify your eligible accounts. To do so, please contact us at 1-877-526-9555 or at info@ahometownbank.com.

I. Signature Requirements

When any transfer, ACH, or other payment instruction is initiated through the Service for your benefit, you agree that we may debit the designated eligible accounts without requiring your signature on the item and without prior notice to you. Requirements for dual signatures on checks, if applicable, do NOT apply to bill payments or other transfers initiated through the Service. Any authorized user must be authorized individually to make electronic transfers and online or mobile bill payments even though that person's authority to make transfers by other means may still require dual signatures. When your electronic banking services are linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer.

J. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges.

All OneClick transactions will be processed in accordance with the Allowable Overdraft Protection plan (if any) you have in place for your funding account. Usage of this Allowable Overdraft Protection plan will result in a fee to your account. Please refer to our current fee schedule for the amount of those fees.

The balances within the Service are updated periodically and the Service will display the most current "as-of" date on the account summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

The records of Hometown Bank shall be the information and balance used by Hometown Bank for debit and credit purposes and shall not be subject to any dispute by you. Hometown Bank shall not, in any way, be liable for any damages incurred by you as a result of errors and/or miscalculations pertaining to the balance in your account(s).

You cannot cancel or change a transfer after it has been entered into the system AND the transaction is in process.

A transfer request may not result in immediate availability because of the time required to process the request. Any transfer requests to your internal Hometown Bank accounts must be made before the Business Day Cut-off time, which is 6:00 p.m. ET, to be effective the same Business Day. A transfer request to any external accounts you have set up within the Service must be made before 4:00 p.m. E.T., to be effective the same Business Day. A Business Day is defined as Monday through Friday, excluding certain holidays.

K. Costs of Using the Service

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your linked accounts with the Service. However, you are responsible for any and all other fees and charges that may be assessed by your telephone company, wireless carrier, online service provider, or any other third-party provider you may engage.

In addition to the fees already described in this Agreement, you should note that depending on how you access your electronic banking account you might incur charges for:

- Normal account fees and service charges.
- Any Internet Service provider fees.

- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through the Services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- Additionally, fees may be assessed for added self-service features available through the Service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Account Agreement/Terms & Conditions.
- An NSF fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.
- We may charge you a research fee for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred. Please refer to our current Fee Schedule or the amount.

However, Hometown Bank reserves the right to increase usage fees at any time. You will be informed of any increase at least 30 calendar days prior to any increase taking effect.

Hometown Bank also reserves the right to charge you for research time involving payments no longer available in your screen history. The amount of this fee will be the research rate established in our current Fee Schedule and you will be informed of any such charges before they are incurred.

L. Transfer Limitations

You may use the Service to check the balance of your eligible account(s) and to transfer funds among your eligible account(s) at Hometown Bank. You must have sufficient funds in your account to cover the amount of any online transfers or the transfer may not be processed. NSF and/or overdraft charges may be incurred if transfers overdraw your account. The amount of these fees is subject to change. See our Fee Schedule for the current fee.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Savings Accounts. These types of accounts may not have more than six (6) pre-authorized electronic funds transfers, which include computer-initiated transfers, telephone transfers, checks, and point-of-sale transactions during a given monthly statement period. Transfers authorized via the Service from your savings account is counted as one of the six limited transfers you are permitted each statement cycle. We recommend that you not use a savings account because of these transfer limits. Federal regulations currently place no limits on the number of transfers from your checking accounts therefore Hometown Bank recommends using this type of account for the transfers made through the Service.

You are responsible for any late payment or finance charges that may be imposed as a result of your failure to transfer payments in accordance with this agreement.

M. Recurring Transfers

When a recurring transfer 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 non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Before" option under the "Holiday" setting is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
- If the recurring payment's "After" option under the "Holiday" setting is NOT selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

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.

N. Transfer/Payment Authorization and Sufficient Available Funds

- You authorize Hometown Bank 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 (including any overdraft protection plans) 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, AOD, or similar fee. Please refer to the applicable account agreement and fee schedule for details. If you schedule a transfer 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.
- At our option, we may make a further attempt to issue the payment or process the transfer request.
- Hometown Bank is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

O. Canceling Transfers and Payments

- Bill Payments
 - In order to cancel a payment, follow the directions provided on the Bill Pay screens.
 - Future-dated payments can be cancelled prior to 5 p.m. ET on the third bank business day prior to the scheduled delivery date.
- Transfers
 - You cannot cancel a 1-time immediate transfer after it has been submitted in the Service and the information has been transmitted to us.
 - Future-dated and recurring transfers can be canceled prior to midnight ET on the bank business day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Review Transfers.

The easiest and most convenient way to cancel a payment or transfer is through the method described above. However, you may request to cancel a scheduled or recurring payment or a future-dated transfer by calling us at: 1-877-526-9555 and ask to speak to Deposit Operations. We must receive your request three (3) bank business days or more before the payment or transfer is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you call or write to cancel a payment or transfer that is pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

P. Cellular Phone Contact Policy

By providing us with any telephone number used for a mobile or other wireless device now or in the future, including a number that you later convert to a cell phone number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages and calls made by an automatic dialing system, from us and our affiliates and agents regardless of the purpose of the communication.

Also, by providing us with your cellular phone number, you expressly consent to receiving text messages related to the specific mobile banking services that use such functionality (i.e. account alerts and notifications). Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions, you may send a text message with the word "HELP" to this number: 662265 (MOBANK). To stop

receiving text messages on your mobile phone, text “STOP” to this number: 622265 (MOBANK).

Q. Mobile Banking Software License

You may access the Service on a mobile device by using our mobile banking application on Android or iOS. We reserve the right to modify the scope of the Service available on our mobile application at any time and you agree that some or all of the Service may not be accessible or may have limited utility.

Subject to your compliance with this Agreement, you are hereby granted a personal limited license to download, install and use the mobile banking application software on your mobile device within the United States and its territories. This license shall be deemed revoked immediately upon:

- The termination of your enrollment in the Service in accordance with this Agreement;
- Your deletion of the software from your mobile device;
- Your noncompliance with this Agreement; or
- Written notice to you at any time, with or without cause.

In the event this license is revoked for any of the foregoing reasons, you agree to promptly delete the software from your mobile device if you have not already done so.

This license does not amend or supersede any agreements you may have with your mobile service provider. You understand that those agreements may provide for fees, limitations and other restrictions which might impact your use of the software (for example, your mobile service carrier or provider may impose data usage or text message charges for downloading the software, receiving or sending mobile banking text messages, or other use of your mobile device when using the software), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service provider is responsible for its products and services and it is responsible for the operation, security, functionality or availability of any mobile device or mobile network which you utilize to access the software.

R. Restricted Use

You may use the Service for lawful purposes only. You agree not to use any electronic banking service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with the Service.

You agree not to use, transfer, or distribute any information obtained from Hometown Bank or in use of the Service in any manner that could compete with Hometown Bank's business. You may not copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, transmit, create derivative works from, or in any other way create a misimpression or confusion among users with respect to sponsorship or affiliation, or exploit in any way material from Hometown Bank and/or used in conjunction with the Service.

S. Location Based Information

If you use any location-based feature of the Service (such as our ATM locator on a mobile device) you agree that your geographic location and other personal information may be accessed and disclosed through the application or service. If you wish to revoke access to such information you must cease using location-based features of the application or service.

T. Email Address Changes

In order to provide you with electronic disclosures, and new bills if you subscribe to the E-Bills Service, we must maintain your current email address at all times. It is your sole responsibility, and you agree, to ensure that the contact information in your user profile is current and accurate. Changes made to your contact information within one electronic banking service will not update your contact information within the other electronic banking services. That information must be updated separately.

You may change your contact information, username, password, personal greeting and security questions through each electronic banking service. You may also notify Hometown Bank of any changes to your personal contact information by calling us at 1-877-526-9555, email us at info@ahometownbank.com or you can update your personal information at any of our branch locations.

U. Electronic Funds Transfers Disclosure and Terms and Conditions

All transactions within the Service are processed by Electronic Funds Transfers (EFTs). If your account was established primarily for personal, family, or household purposes, these transactions are governed by Regulation E and the following special provisions apply.

- **Consumer Liability**

Tell us AT ONCE if you believe that your password or other means to access your account has been lost or stolen, if you believe that someone may attempt to use the Service without your consent or if you believe that someone has transferred money without your permission. You may contact us using any method described below but 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.)

You can email us at info@ahometownbank.com, call us at (606) 528-2000 or (877) 526-9555 or write to us at: Hometown Bank, Attn: Deposit Operations, PO Box 1323, Corbin KY 40702. You can disable your account by entering your password incorrectly three times. You can also contact us by sending a secure message through the Service.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you (or 90 days if the transaction was from an account maintained at another financial institution). If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90 day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA Debit Card. This additional limit does not apply to ATM transactions and to transactions using your Personal Identification Number which are not processed by VISA or to commercial cards.

- **Types of Electronic Fund Transfers Available Online**

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. Examples of these transfers include, but are not limited to:

- You can transfer funds between your accounts at Hometown Bank
- You can transfer funds from your Hometown Bank accounts to your account at another financial institution
- You can direct that payments be made to third parties to pay for purchases and to pay bills

- **Transaction Limits**

Transaction limits have been established for each check, transfer and email payment. The limitations on transfers, amounts and frequency of transactions will be disclosed on the website at the time you elect the transfer. Exceeding these established limits will result in your account being locked. You will be required to contact Customer Support to have your account unlocked.

- **Fees for Electronic Funds Transfers Through the Service**

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for initiating electronic funds transfers with the Service. However,

you are responsible for any and all other fees and charges that may be assessed by your telephone company, wireless carrier, online service provider, or any other third-party provider you may engage.

- **In Case of Errors or Questions about Your Electronic Transfers**

Telephone us at 1-877-526-9555, write us at PO Box 1323 Corbin KY 40701, or email us at info@ahometownbank.com as soon as you can, if you think your statement is wrong or if you need additional information regarding a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer 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 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error within one business day after our determination. 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 money during the period of time we investigate the error. If we ask you to send your complaint or question in writing and we do not receive it within 10 business days, we are not required to credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will credit your account within 5 business days for the amount you think is in error, so that you will have the use of the money during the time it takes for us to complete our investigation. For new accounts, we may take up to 20 business days to credit your account for the amount you believe 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.

V. Other Provisions

The following provisions applicable to accounts established for personal, family or household purposes also apply to commercial accounts using the Service:

- **Documentation and Verification of Payments and Transfers**

Information regarding online banking transactions will be reflected on the account detail in the Service and on your regular monthly account statements. Account statements will be provided each month in which you have conducted (or could conduct) an electronic funds transfer. A statement will be issued to the primary account owner for any monthly statement period in which an EFT has been conducted.

If you have arranged to have direct deposits made to your account, you can call us at 1-877-526-9555 or access the Service to find out whether or not the deposit has been made.

- **Stop Payments Rights and Procedures**

If you have made an arrangement to have preauthorized payments debited from your account(s), you have the right to stop payment on any of these. Here are the procedures in doing so: Call us at the phone numbers or write us at the address listed elsewhere in this disclosure 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 may also require you to provide a written request within 14 days after you call. You will be charged a fee for each stop payment order. See our Fee Schedule for the current rate.

If these regular payments may vary in amount, the person you have prearranged to pay will send you a notice 10 days before each payment as to the date and amount of the payment. You may choose to receive this notice only when the payment differs by more than a certain amount from the previous payment, or when the amount would be outside a certain range that you have set.

If you order us to stop payment 3 business days or more before the EFT is scheduled and we fail to do so, we will be liable for your losses and damages.

- **Our Liability for Failure to Complete Transactions**

Hometown Bank shall only be responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. If we do not complete a transfer to or from your account(s) on time or in the correct amount according to our Agreement with you, we will be liable for your actual losses or damages.

We will use commercially reasonable efforts to make all your transfers properly and you hereby hold Hometown Bank harmless for failure to do so timely and/or completely make all your transfers properly. However, we shall incur no liability if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances pertaining to your account:

- If, through no fault of ours, your eligible funding account(s) does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
- Delays in mail delivery;
- If we make a timely transfer but the recipient nevertheless does not credit your transfer promptly or correctly after receipt of the transfer;
- The Service is not working properly, and you know or have been advised by Hometown Bank about the malfunction before you execute the transaction;
- You have not provided the Service with the correct funding account information;
- Your eligible account(s), including either your Payment Account or Billing Account, is closed;
- If your mobile device or any other device and/or means of accessing the internet and/or providing use of the Service, including software and telecommunication lines were not working properly and this problem should have been apparent to or realized by you or you have actual, constructive or implied notice or should have known of same when you attempted the transfer;
- The transfer request involves funds subject to hold, dispute, restriction, garnishments, levies or legal process we believe prevents their withdrawal;
- If you have a virus, malware, adware or malicious program infecting your computer, or any unauthorized access and/or use of your computer, mobile device, technological device or any other device and/or means of accessing the internet and/or providing use of the Service including, but not limited to, a hacker or hacking program;
- We have reason to believe that a payment or other transfer request may not be authorized by you or any third party whose authorization we believe is necessary;
- Circumstances beyond control of the service, our service providers, and Hometown Bank (such as, but not limited to, legal constraint, interruption of transmission or communication facilities, equipment failure, labor disputes, embargoes, flood, earthquake, storm, lightning, fire, epidemic, acts of God, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, act of war threats of sabotage, terrorism or act of war, restraint by court order or order of public authority, emergency conditions or other circumstances) which prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances; and/or
- If you, or anyone you authorize to conduct OneClick transactions commits fraud or violates any law or regulation in connection with the Service.

There may be other exceptions not specifically mentioned.

W. Business Days

For all electronic banking services, our business days are defined as Monday through Friday, excluding certain bank holidays.

X. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- In order to comply with a governmental agency or court orders or as otherwise required or permitted by federal, state or local law;
- If you give us your written permission; or
- All other disclosures set forth and allowed in the Privacy Policy, as amended from time to time.

Please refer to our Privacy Policy for additional details on disclosure of account information.

Y. Errors and Questions

In case of errors or questions about your account, you should notify us as soon as possible. You may call us at (606) 528-2000 or (877) 526-9555 or you may write to us: Hometown Bank, Attn: Deposit Operations, 3779 Cumberland Falls Highway, PO Box 1323, Corbin KY 40702-1323.

Z. Your Responsibility

Under this agreement, you attest that you are the legal owner of the financial information accessible to you via the Service. You also agree that all information that you have provided to be used in connection with Service is accurate, current and complete and that you have the right to provide such information to us for the purpose of using this Service. You agree not to misrepresent your identity and to keep your personal information current and accurate.

You should verify that you have the required hardware and software necessary to access the electronic banking services and to retrieve the documents and disclosures in an electronic format.

You are responsible for and must provide all computers, tablets, mobile devices and/or other equipment, software (other than software provided by us) and services necessary to access the Service. At a minimum, you will need:

- Internet access through an Internet Service Provider (ISP)
- A computer and internet browser that can support 128-bit encryption
- For security purposes, you should use the most current version of your internet browser, such as Microsoft Internet Explorer. The most current versions are typically more secure and will support 128-bit encryption.
- A printer connected to your computer for printing this and other disclosures and/or sufficient hard-drive space or other media (e.g. external drive, CD-ROM) if you plan to save disclosures in an electronic format.
- An external email address so that we can send you notices when disclosures are available on our website or within the Online Banking Service.
- A smart phone, tablet or mobile device with the appropriate mobile browser or mobile banking application available for Android or iOS.

Hardware and software requirements may change from time-to-time. If there is a material chance that the changes may impact your ability to access the system or disclosures, we will notify you of these changes thirty (30) days in advance. At that time, you will be given an opportunity to change the format of your disclosures (e.g. change from an electronic format to paper format) without the imposition of any fees.

When you accept the terms and conditions of this Agreement, you agree not to give or make available your login information or other means to access your account to any unauthorized individuals. You are responsible for all transactions you authorize using the Service. If you permit or authorize other persons to use the Service, your password, or other means to access your account, you are responsible for any transactions they authorize even if that person exceeds his/her authority. You are further responsible for all unauthorized use and access of and to your account and hereby agree to hold Hometown Bank harmless for same. If you want to terminate another person's authority, you must notify Hometown Bank and arrange to change your login information.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR LOGIN INFORMATION TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR LOGIN INFORMATION TO ACCESS YOUR ACCOUNTS, OR IF YOU OR ANY OTHER PERSON USES YOUR COMPUTER, MOBILE DEVICE, TECHNOLOGICAL DEVICE OR ANY OTHER DEVICE AND/OR MEANS OF ACCESSING THE INTERNET AND/OR PROVIDING USE OF THE SERVICE AND OBTAINS/CONTRACTS/DOWNLOADS/ACCESSES ANY VIRUS, SPYWARE, MALWARE, ADWARE OR MALICIOUS PROGRAM, INCLUDING BUT NOT LIMITED TO, PROGRAMS WHICH MAY MONITOR KEYSTROKES AND/OR OBTAIN YOUR USERNAME AND/OR PASSWORD YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER OR DO NOT COMPLETELY PROTECT YOUR COMPUTER, MOBILE DEVICE, TECHNOLOGICAL DEVICE OR ANY OTHER DEVICE AND/OR MEANS OF ACCESSING THE INTERNET AND/OR PROVIDING USE OF THE SERVICE FROM MALICIOUS PROGRAMS AND/OR ACTIVITY AND/OR USE).

AA. Privacy

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our Privacy Notice before completing the enrollment process for the Service. This Agreement is subject to the terms, provisions and conditions contained in our Privacy Policy, as amended from time to time. Our Privacy Policy can be found on our website at www.ahometownbank.com.

BB. Contact by Hometown Bank

No Hometown Bank or Payee employee, nor any of our service providers will contact you via telephone or email requesting your personal information, username, password, personal greeting or the answers to your security questions. If you are contacted by anyone requesting this information, please contact us immediately.

CC. Electronic Banking Security

The Service utilizes a comprehensive security strategy to protect your accounts and transactions. The password you create, which is encrypted in our database, will be known only to you. Neither Hometown Bank nor its service providers will have access to this information. The Service will automatically deactivate your account after five unsuccessful attempts. You must wait 30 minutes before attempting to login in again. If this attempt is unsuccessful you must contact Hometown Bank for assistance. If you need to reset your password, you can do this through the Service, or you may contact Hometown Bank for assistance.

Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a password that is hard to guess;
- You should not use words based on your name, address or other personal information;
- A special character is required in your password to increase security;
- You should not use dictionary words;
- Keep your password safe;
- Memorize your password and do not write them down;

- Change your password every 90 days; and
- Your password should be changed immediately if you suspect that your password has been intercepted or compromised. This can be done at any time from the Service after you successfully log in to the Service.

DD. Encryption

The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using the Service. Your browser automatically activates this technology when it attempts to connect to our Service. The service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement. You hereby agree to said encryption method and acknowledge and affirm the reasonableness, protection and safety of same.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked.” What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the internet.

EE. Cookies

During your use of the Service, the Service will pass an encrypted *cookie* to your computer, tablet or mobile device in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide a username and password for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our online banking product. The cookie is stored on your computer's hard-drive or mobile device, identifying your computer while you are logged on. When you log off, close your browser or mobile banking application, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

FF. Additional Security Guidelines

All Authorized Users should sign-off after every Service session; however, electronic banking sessions will automatically end after fifteen (15) minutes of inactivity. This is to protect you should you accidentally leave your computer unattended after you log-in. Also,

- Do not give out your account information, password or username.
- Do not leave your computer, mobile device or technological device or any device used to obtain account access unattended while using the Service.
- Never leave any account information within the range of others.
- Do not send privileged account information (account number, password, username, etc.) in any public or general e-mail system.
- The security of public computers and public networks (e.g. in a library, internet café or use of a wireless device) cannot be assured; therefore, we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband internet connection such as DSL or cable modem.
- Keep the operating system and browser of your computer, tablet, mobile device or any device used to access the Service fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.
- Avoid visiting any websites, downloading any items or any other activities which may appear suspicious in nature or which may negatively impact the security herein set forth or applicable to the Service.

- Failure to take the above precautions shall be prima facie evidence of intentional recklessness on your part and you agree to indemnify and hold harmless Hometown Bank for any security breach(es) which are, or have the potential to be, caused by such failure to act, no matter if caused directly, indirectly or by any means, no matter how minimal the relation to the cause of such failure to act.

In addition to the security features described above, there may be other security related notices posted on our website or the Service from time-to-time. It is your responsibility to read all security notices.

GG. Links to Other Services

Hometown Bank may establish links between this Service and one or more services operated by third parties. Hometown Bank has no control over any such other services or the contents therein. The existence of any such links shall not constitute an endorsement by Hometown Bank of such services, the contents of the services, or the operators of the services.

HH. Third Parties

We are not liable for any loss or liability resulting from any failure of your equipment, computer, mobile device, technological device or any other device and/or means of accessing the Internet and/or providing use of the Service, or that of an Internet browser provider such as, but not limited to, Microsoft Edge, Microsoft Explorer, Google Chrome, Mozilla Firefox, Netscape, by any Internet access provider, mobile device carrier or by an Internet service provider, nor will we be liable for any direct, indirect, punitive, special or consequential damages resulting from your access to or failure to access any of your accounts. You are directly, fully and completely responsible for arranging for and payment of all Internet access, including, but not limited to, any and all monthly fees, routers and/or modems, and any and all mobile device carrier fees, charges and data plans and any and all costs in relation to any of the above, including, but not limited to, the cost of any mobile device application providing access to the Service.

II. Availability of the Service

The availability of the Service may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

JJ. Tools and Calculators

This Service may contain financial tools and calculators. We provide these tools and calculators as a service to you, and we do not guarantee the accuracy of the tools or calculators or the results. We are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of the use of the tools and calculators.

You may download certain transactional data for use with software tools and products created by parties that we do not own or control (“Other Software”), including but not limited to personal financial management software. If you install on your computer, mobile device, technological device or any other device, or use Other Software, you are responsible for obtaining any necessary license agreement with the provider of the Other Software. You agree and understand that you assume all risk of any Other Software that you install, download, or use, and that any information you enter into the Other Software may be accessed by unauthorized third parties as a result of your use of the Other Software. If you use the Other Software to transmit information, you and the Other Software provider are responsible for the security and confidentiality of that information.

KK. Service Termination, Cancellation or Suspension

This Agreement, as may be amended, shall be binding on the parties hereto until terminated, as provided herein, unless survival is set forth herein.

In the event you wish to cancel the Service, please contact our Deposit Operations Department or send us a secure email through the Service. Upon such contact, you must provide your name (and the name on any accounts you wish to cancel, if different, address, Service being discontinued and requested termination date of the Service. Cancellation shall not affect your liability or obligations under this Agreement.

We may terminate or suspend the Service to you at any time for any cause or no cause, or for any reason or no reason, including but not limited to, failure to pay any fee due and payable under this Agreement or any other agreement you may have with Hometown Bank, failure to comply with all terms, provisions, requirements and conditions of this Agreement or any other agreement you may have with Hometown Bank and failure to maintain your account(s) in good standing.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one or more of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any electronic banking activity for a period of 90 consecutive days, accessibility will automatically terminate. If the account is terminated, you will be required to complete the enrollment process again.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must reapply by going to our website, <http://www.ahometownbank.com>.

Neither termination nor suspension shall affect your liability or obligations under this Agreement.

LL. Additional Provisions Applicable only to our SingleView PFM Customers

- **Basic Use of the Service**

With our fully interactive online service, you may monitor any of your financial account relationships from any of your accounts at Hometown Bank or from any other account held by you at another financial institution, referred to in this agreement as "Accounts", assuming, of course, that the financial institution has the ability to and permits you to release your financial information to Hometown Bank.

- **Information Authorization**

We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or financial institutions holding your accounts, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering".

Hometown Bank reserves the right, in its sole discretion, to determine if you are eligible and approved for the Service. If you are approved for the Service, we shall verify the Accounts that you add to the Service. You authorize us to validate the Accounts.

Once the validation is complete, we may also verify Accounts by requiring you to submit proof of ownership of the Account.

- **User Content**

Subject to our privacy policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to us for the purpose of providing the Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to grant such Content license to us for the purposes set forth in this Agreement.

- **Accounts**

You understand and agree that, at all times your relationship with us and each account provider is independent of us and your use of the Service. We will not be liable or responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO THE SERVICE FROM ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR

AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

You understand that the financial institution at which an account is maintained may contact us to verify the content and authority of instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such account.

You agree to allow us to authorize any financial institution at which you have an account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your account information based solely on these communications.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (5) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the Service. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from the provider of your account or those imposed by applicable law.

- **Authorization and Limitations**

You authorize us to access your personal financial information for each account you request the Hometown Bank to include in the Service.

- **Suspension and Reinstatement of the Service**

In the event that we at any time incur a problem with your use of the Service, including, without limitation, attempting to include accounts you are not authorized to access, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use the Service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of the Service by contacting us using any of the methods provided for under the Agreement. We reserve the right to, at our discretion, grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, we at our sole discretion may thereafter restore your ability to use the Service.

- **Your Responsibility for Errors**

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through the Service. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such account but you acknowledge and agree Hometown Bank shall have no liability for any and all

losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or mis-information in the information that you provide.

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

- **Proprietary Rights**

You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile the Service.

- **Account Number Policy**

If instructions identify a financial institution or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers.

- **Joint Account Holder**

In submitting your application for the Service, you confirm that, if any of your accounts are joint accounts, a holder has consented for you to use your accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

- **Means of Transfer**

You authorize us to select any means we deem suitable to provide your instructions to the applicable financial institution. These choices include banking channels, electronic means, mail, courier, or telecommunications services, intermediary financial institutions and other organizations. You agree to be bound by the rules and regulations that govern the applicable systems, such as the Clearing House Interbank Payments System (CHIPS) or automated clearing house (ACH) as published by the National Automated Clearing House Association (NACHA).

- **Our Liability**

If we fail to provide the Service in accordance with the terms and conditions of this agreement, we shall be responsible for correcting improper account information. We are not responsible or liable for incomplete, incorrect, failed or late account information due to any other financial institution system failures, errors or mistakes. Except as otherwise required by law, we shall in no other event be liable for any losses, fees, overdraft charges or damages other than those arising from our breach of a representation or warranty provided herein.

You agree that your use of the Service constitutes authorization for us to obtain information related to your accounts. You understand and agree that we are not liable under any circumstances for any losses or damages, directly or indirectly, if, you suffer a loss based on the accuracy of information provided to you through SingleView.

You also understand and agree that we are not responsible to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

MM. Additional Provisions Applicable only to our Business Customers

BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING ITS AUTHORIZED USERS, ASSIGNING PRIVILEGES AND FURTHER REPRESENTS AND WARRANTS THAT ITS USERS HAVE APPROPRIATE AUTHORITY TO ACCESS ACCOUNT INFORMATION AND TO INITIATE TRANSFERS BETWEEN HOMETOWN BANK ACCOUNTS.

BUSINESS CUSTOMERS WILL BE SOLELY RESPONSIBLE FOR ALL ACTIONS, DIRECT OR INDIRECT, OF ANY PERSON ENTRUSTED AT ANY TIME WITH DUTIES TO ACT FOR THE CUSTOMER. BUSINESS CUSTOMERS ASSUME ANY AND ALL LIABILITY ARISING FROM THE MISUSE OF THE SERVICE OR COMPANY ACCOUNTS BY ITS AUTHORIZED USERS AND AGREE TO INDEMNIFY AND HOLD HARMLESS HOMETOWN BANK AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OUR ACTING UPON ANY DIRECTION, INSTRUCTION OR INFORMATION THAT IS INITIATED WITH A CUSTOMER ID OR PASSWORD OF AN AUTHORIZED USER.

YOU AGREE THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT HOMETOWN BANK AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- REQUIRE ALL AUTHORIZED USERS TO KEEP PASSWORDS SECURE AND STRICTLY CONFIDENTIAL AND TO COMPLY WITH ALL TERMS, CONDITIONS, REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT.
- IMMEDIATELY NOTIFY US AND SELECT A NEW PASSWORD IF YOU OR YOUR AUTHORIZED USERS BELIEVE YOUR PASSWORDS MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE PASSWORDS OF AUTHORIZED USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT PASSWORDS ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER AND YOU HEREBY CONSENT TO SAME.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE PROCEDURES TO CONTROL ACCESS TO THEIR COMPUTER SYSTEMS AND TO PROTECT ANY DATA FILES STORED THEREON. BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ALL APPROPRIATE AND COMMERCIALY REASONABLE, PHYSICAL, LOGICAL, AND NETWORK SECURITY SYSTEMS AND DEVICES TO PROTECT THE SECURITY OF DATA FILES MAINTAINED ON COMPUTER(S), MOBILE DEVICES, TECHNOLOGICAL DEVICES OR ANY OTHER DEVICES AND/OR MEANS OF ACCESSING THE INTERNET AND/OR PROVIDING USE OF THE SERVICE USED TO ACCESS THE SERVICE AS WELL AS THE PROTECTION AGAINST UNAUTHORIZED ACCESS TO BUSINESS COMPUTERS, MOBILE DEVICES, TECHNOLOGICAL DEVICES OR ANY OTHER DEVICES AND/OR MEANS OF ACCESSING THE INTERNET AND/OR PROVIDING USE OF THE SERVICE AND/OR NETWORKS USED TO ACCESS THE SERVICE. BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE SERVICE.

BUSINESS CUSTOMERS HEREBY AGREE AND ACKNOWLEDGE THAT THE SECURITY PROCEDURES SET FORTH HEREIN IN THIS AGREEMENT, AS AMENDED, AND ALL OTHER SECURITY PROCEDURES ESTABLISHED BY HOMETOWN BANK CONSTITUTE COMMERCIALY

REASONABLE SECURITY MEASURES AND ARE A COMMERCIALY REASONABLE METHOD OF PROVIDING SECURITY AGAINST UNAUTHORIZED PAYMENT ORDERS OR ACCOUNT ACTIVITY. HOMETOWN BANK AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS OR DEVICES FOR THE PROTECTION OF ANY DATA FILES, COMPUTERS, MOBILE DEVICES, TECHNOLOGICAL DEVICES OR ANY OTHER DEVICES AND/OR MEANS OF ACCESSING THE INTERNET AND/OR PROVIDING USE OF THE SERVICE USED TO ACCESS THE SERVICES OR OVER BUSINESS CUSTOMERS DEVELOPMENT OR IMPLEMENTATION OF SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO IMPLEMENT OR MAINTAIN SAID PROCEDURES.

THE TERMS, PROVISIONS AND CONDITIONS OF THIS AGREEMENT ARE ALSO SUBJECT, WHERE APPLICABLE, TO THE TERMS, PROVISIONS AND CONDITIONS OF THE AUTOMATED CLEARING HOUSE ORIGINATION MASTER AGREEMENT/CASH MANAGEMENT AGREEMENT YOU HAVE WITH HOMETOWN BANK AND ANY OTHER AGREEMENTS YOU HAVE WITH HOMETOWN BANK AND SHALL BE A SUPPLEMENT WITH AND SHALL BE SUPPLEMENTED BY SAME.

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE. YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR CUSTOMER ID AND PASSWORD AND THE SAME FOR YOUR AUTHORIZED USERS. YOU AGREE TO NOTIFY HOMETOWN BANK IN THE EVENT THAT YOUR USE OF THE SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE SERVICE. IF YOU FAIL TO NOTIFY HOMETOWN BANK, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

NN. Exclusions of Warranties and Limitation of Damages

Failure of the Service due to natural disasters such as fire, earthquake or flood, as well as any failure or delay of transportation, power, communications system or similar circumstances beyond our control will not be the liability of Hometown Bank or our Service providers. IN NO EVENT SHALL HOMETOWN BANK BE LIABLE TO YOU FOR FAILURE TO PROVIDE ACCESS TO THE SERVICE.

Although Hometown Bank attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the Service, it makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, UPDATING, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER, RELATED TECHNICAL DEVICES, MOBILE DEVICES OR ANY OTHER DEVICE AND/OR MEANS OF ACCESSING THE INTERNET AND/OR PROVIDING USE OF THE SERVICE AND ALL HARDWARE, SOFTWARE, MOBILE DEVICE APPLICATIONS AND RELATED COMPONENTS THEREOF. NEITHER HOMETOWN BANK NOR ITS SERVICE PROVIDERS SHALL BE

RESPONSIBLE FOR ANY UNAUTHORIZED USES OF THE SERVICE AND/OR ACCESS AND/OR TRANSACTIONS INVOLVING YOUR ACCOUNT(S), DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR, WHETHER DIRECTLY, INDIRECTLY OR OTHERWISE, NO MATTER HOW MINIMAL THE CAUSE IS RELATED TO THE RESULT, AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER, MOBILE DEVICE, TECHNOLOGICAL DEVICES OR ANY OTHER DEVICE AND/OR MEANS OF ACCESSING THE INTERNET AND/OR PROVIDING USE OF THE SERVICE AND ALL HARDWARE, SOFTWARE, MOBILE DEVICE APPLICATIONS AND RELATED COMPONENTS THEREOF.

THE FOREGOING SHALL CONSTITUTE HOMETOWN BANK AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL HOMETOWN BANK OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, HARDWARE, MOBILE DEVICE APPLICATIONS AND/OR YOUR USE OF THE SERVICE. HOMETOWN BANK MAY ONLY BE LIABLE FOR ANY ACTUAL MATERIAL LOSSES OR DAMAGES, AS RESTRICTED HEREIN, INCURRED BY YOU, RESULTING DIRECTLY, PRIMARILY AND MATERIALLY FROM OUR INTENTIONAL MISCONDUCT.

IN NO EVENT SHALL WE BE LIABLE TO YOU IN THE FOLLOWING INSTANCES:

- If through no fault of Hometown Bank, you do not have enough funds in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, act of God, war, riots, strikes, labor disputes, acts of terrorism, equipment or technical failure or breakdown) prevents the transfer.
- If there is a hold on your account, or if access to your account is blocked, or if your account is frozen in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your account(s) without your permission and you fail to notify Hometown Bank immediately (at least within 24 hours of having notice, whether actual, constructive or implied).
- If you have not followed the instructions on how to make a transfer included in this Agreement and any other agreement you have with us.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If you have not fully and completely complied with all terms, conditions, requirements and provisions of this Agreement.
- If we have a reasonable basis, as determined by us in our sole discretion, for believing that unauthorized use of your password and/or Customer ID and/or account have occurred or may be occurring or if you default under any term, provision or condition under this Agreement, the account agreement, a credit agreement or any other agreement you may have with us, or if we or you terminate, suspend or cancel this Agreement.

HOMETOWN BANK AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR INTENTIONAL MISCONDUCT.

OO. Indemnification

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, attorneys, employees, agents, predecessors and successors harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to a Service or any account held by you. You further agree to hereby release

and forever discharge Hometown Bank, its affiliate companies, directors, officers, attorneys, employees, agents predecessors and successors, of and from any claims, demands, obligations, actions, causes of action, damages, costs, losses of services, expenses and compensation of any nature whatsoever, known or unknown, or which may exist or might be claimed to exist at or prior to the date of the Agreement on account of or in any way arising out of the transactions which are the subject of this Agreement related to, directly, indirectly or in any manner, no matter how minimal, to your failure to fully and completely comply with all terms, conditions, requirements and provisions herein, no matter how caused.

PP. Virus Protection

Hometown Bank is not responsible for any electronic virus or viruses, nor adware, spyware or any malicious programs that you may encounter. We suggest that you routinely scan your computer (or related technological device or any device used to access the Internet) using a virus protection product. An undetected virus or malicious program may corrupt and/or destroy your programs, files and your software and hardware and related equipment.

QQ. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain rights and responsibilities we may have under this Agreement to independent contractors or other third parties.

RR. No Waiver

Hometown Bank and its service providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

SS. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

TT. Disputes

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement, as may be amended. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement (as amended), oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of Hometown Bank and/or its service providers say, write, notify, inform or indicate, whether express or implied, and the terms of this Agreement, the terms of this Agreement will prevail.

UU. Waiver of Trial by Jury

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BROUGHT BASED UPON THIS AGREEMENT, AS MAY BE AMENDED, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING THIS AGREEMENT.

VV. Waiver/Course of Dealing

No course of dealing with respect to, nor any omission or delay in the exercise of, any right, power, remedy or privilege by us, whether prior or subsequent to the date hereof, shall operate as a waiver thereof, nor shall any right, power, remedy or privilege referred to herein or in any related document, or now or hereafter available at law, in equity, in bankruptcy, by statute or otherwise, be so waived. Each such right, power, remedy or privilege may be exercised by us either independently or concurrently with others, and as often and in such order as we may deem expedient.

WW. Acknowledgement

You are entering into this Agreement knowingly and voluntarily. You hereby acknowledge you have not been coerced into this agreement nor are you entering into it under duress. You know of no reason why this Agreement or any part of it is unenforceable or invalid.

XX. Validity

If any term, provision or condition of this Agreement or the application thereof to any part, person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition shall be valid and shall be enforced to the fullest extent permitted by law.

YY. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Hometown Bank and/or its service providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

ZZ. Governing Law and Relation to Other Agreements

Accounts and services provided by Hometown Bank may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your eligible account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Kentucky, without regard to its conflicts of law's provisions.