



Hometown Bank
Mobile Banking Agreement and Disclosure

Effective Date: April 8, 2020

Scope

This Agreement between you and Hometown Bank governs your use of mobile banking services (the “Service”) available on a mobile device using a mobile browser or through our mobile banking application available on Android or iOS. There may be additional mobile banking services that are not specifically described in this Agreement and we reserve the right to add or eliminate mobile banking services. 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, including the Online Banking Agreement & Disclosure, which have been previously provided to you.

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.

Acceptance of this Agreement

Prior to enrolling in this Service and accepting the 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.

After you have completed your mobile banking enrollment you will be asked to acknowledge and accept the terms and conditions of this Agreement. By doing so, you represent and warrant 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, when you check the box to acknowledge and agree to the terms and conditions of the services referred to in this Agreement, you also acknowledge that you have received this Agreement and agree to the terms of the E-Sign Consent Agreement located within the Online Banking Agreement and Disclosure.

If you agree with the terms and conditions of this Agreement, you can click the Acknowledgement button and continue with your registration. However, you continue to remain subject to any terms and conditions of any existing agreements with any unaffiliated service providers such as AT&T, Verizon, etc. This agreement is not intended to supersede any of those agreements.

When you have completed your enrollment form and accepted the terms and conditions of this Agreement, your mobile 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 mobile 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.

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 select the CANCEL button.

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.

Please refer to your Online Banking Agreement and Disclosure and your OneClick Agreement and Disclosure for other terms and conditions that may apply to your mobile banking account which are incorporated into this agreement herein by reference.

Mobile Banking Services

You may use the Service to:

- 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.

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

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.

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 mobile banking 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.
 - You cannot cancel a peer to peer (P2P) payment after it has been submitted in mobile banking and the information has been transmitted to us.

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.

Canceling Your Mobile Banking

You may cancel your mobile banking at any time by notifying us of your intent to cancel in writing or by calling us at 1-877-526-9555 or by emailing us at info@ahometownbank.com. We may terminate your participation in the service for any reason at any time. We are not obligated to notify you in advance.

If you choose to cancel your Mobile Banking Services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the Service. Hometown Bank will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the Service. If you close your primary checking account, or if it's no longer linked to the Service, the Service will end, and any unprocessed payments will be canceled. If you cancel your mobile banking services, transfers outside Hometown Bank will also be canceled.

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.

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 Online and/or providing use of the Service, software, mobile device application and software, 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 Online 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.