



## Hometown Bank

### OneClick Bill Pay Agreement and Disclosure

Effective Date: June 21, 2018

#### **Scope**

This Agreement between you and Hometown Bank governs your use of our OneClick bill paying service (OneClick) or (the Service), which directs Hometown Bank to make payments from your designated checking account to the payees you choose in accordance with this agreement, through the use of a personal computer, the Online or with your mobile device. There may be additional online services that are not specifically described in this Agreement and we reserve the right to add or eliminate online 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](http://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. “Payee” means anyone, including Hometown Bank, you designate and we accept as a payee.

After you have completed your OneClick bill paying 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. You will be asked to create challenge questions to use for future security purposes.

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

When you have completed your enrollment form and accepted the terms and conditions of this Agreement, your OneClick account will be activated and you will be ready to begin scheduling payments. 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 OneClick 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 select the CANCEL button.**

**Relation to Other Agreements**

Your use of Mobile banking Services may also be affected by the agreements between us for your linked Hometown Bank accounts. When you link an account to Mobile banking Services, you do not change the agreements you already have with us for that account. Similarly, when you use Mobile banking Services 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 Mobile banking Services.

Please refer to your Online Banking Agreement and Disclosure and your Mobile Banking 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.

**Costs of Using the OneClick Service**

There are no fees for utilizing the OneClick bill paying service, except as outlined below, and there are no transaction limits. However, if you request one or more of the services listed below, you will be charged as follows:

|  |   |
|--|---|
| Written Correspondence to the Payee                | \$10.00   |
| Per Proof of Payment not necessitated by a dispute | \$10.00   |
| Insufficient Funds/Overdraft Fees (NSF/OD)         | \$33.00 per item, maximum of 3 per day with all fees waived on an NSF/OD balance of \$10.00 or less |
| Rush Payments                                      | Amount of fee will be disclosed at the time the Rush Payment is requested                           |

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.

**Basic OneClick Services**

You may use OneClick bill paying service to:

- Direct payments to designated payees via check or electronic payment
- Use rush delivery for payments
- Set up recurring payments to payees

**The Bill Paying Process**

**Funding Account(s)**

During enrollment, you will be required to designate which Hometown Bank account(s) will be used to fund scheduled transfers and OneClick transactions. You may have more than one funding account but Hometown Bank must approve all funding accounts prior to use. Should you wish to add other designated funding accounts, you will do this through the OneClick service. Upon approval, you will be ready to begin scheduling payments. Hometown Bank will not be held liable for any amounts, fees, late charges, service charges, etc. incurred if you fail to notify Hometown Bank of a change in your designated funding account. Hometown Bank will not be held liable, if you close the funding account(s) and fail to notify Hometown Bank of the closed account, and previously scheduled or reoccurring payments are processed by the OneClick service.

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 and Bill Payments authorized via the Service are counted toward the six permitted monthly transfers. Federal regulations currently place no limits on the number of transfers from your checking accounts therefore Hometown Bank limits the use of the Bill Payment service to only checking accounts.

### **Account Balances**

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all OneClick Payments requested, as well as, any other payment obligations you have to Hometown Bank. Hometown Bank reserves the right, without liability, to reject or reverse a OneClick Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in your designated funding account(s) and Hometown Bank has not exercised its right to reverse or reject a OneClick Payment, you agree to pay for such payment obligations on demand. You further agree Hometown Bank, at its option, may charge any of your accounts with Hometown Bank to cover such payment obligations.

### **Authorized Users**

You may designate up to (2) Authorized Users on your OneClick account. Only authorized users will be able to contact Hometown Bank for support of the OneClick service. Hometown Bank will review and approve all users/secondary account holders prior to use.

### **Setting Up Payees/Payments**

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize us to follow the payment instructions received through OneClick. In order to process payments more efficiently and effectively, we may edit or alter payment data or date formats in accordance with Payee directives.

When OneClick receives an electronic payment instruction, you authorize us to debit your funding account on the process date and remit funds on your behalf on the following business day. When OneClick receives instruction to generate a check, you authorize us to print your account information on the check and remit funds on your behalf so the funds arrive as close as reasonably possible to the scheduled payment date designated by you. You also authorize us to debit funds from your account when the check is cashed.

You may pay almost any payee you wish! But you may NOT use the OneClick bill pay service to pay any of the following:

1. Payees (defined as anybody to whom you want to send money, individual or company) located outside of the United States;
2. Payments to tax authorities or government and collection agencies;
3. Payments to security companies for stock purchases or trade taxing authorities, such as Ameritrade; and
4. Court directed payments, such as alimony, child support or other legal debts.

In no event shall Hometown Bank be liable for any claims or damages resulting from your scheduling of these types of payments. Research of these exception payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, misposted or misdirected exception payments will be your sole responsibility.

Hometown Bank is not responsible if a OneClick Payment cannot be made due to incomplete, incorrect or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your authorized Payee list.

Your OneClick payments will not include your Payee's standard remittance slip. Some payees may take more time to process your payment if the remittance slip is not included, and some payments sent without

the remittance slip may be processed by your Payee at a different address. As a result, you should contact your Payees to determine the proper address and amount of lead-time for scheduling your payments.

### **Payment Methods**

We reserve the right to select the method in which to remit funds on your behalf to your Payee. These payments methods may include, but may not be limited to, a check payment, an electronic payment or an electronic to check payment.

### **Scheduling**

It is your responsibility to establish your single payments or your recurring payments in such a manner that will allow your bills to be paid on time. You must also schedule payments to be made **on or before** the date each payment is due, rather than during any grace period after the due date. We are not responsible for any late payment or finance charges that may be imposed by the Payee because you schedule a payment to be made after its due date.

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

When scheduling OneClick transactions, you will determine a Payment Delivery Date if the payment is being made with a check, and we will calculate the Process Date. For payments being made electronically, the Process Date is automatically chosen 2 days prior to the due date to ensure timely payment. Scheduled payment dates must be prior to any late date or grace period.

If at any time you initiate a rush payment, you are also agreeing to accept the fee associated with this service. The amount of that fee will be disclosed to you at that time. This fee will be separate from the expedited transaction and will be charged directly to your funding account.

### **Single Payments**

You will designate a "Payment Date" which will be no later than the due date of your payment as specified on your bill. We will then back track to determine the payment's process date. For electronic payments, the process date is automatically chosen 2 days prior to the due date. Funds will be held for 24 hours prior to processing.

For check payments, the process date will be determined by past history, location and zip code. Payments will be processed on all business days (defined as Monday through Friday, excluding certain holidays) provided the payment request is submitted prior to the daily cut-off time. Payments submitted after the daily cut-off time will be processed on the next business date. The daily cut-off time, which is controlled by Hometown Bank, is currently 4:00 p.m. ET. Hometown Bank reserves the right to change the cut-off time. You will receive a notice if it changes. Should the process date fall on a non-business day, as defined above, the payment will be processed on the business day prior to the normal process date.

### **Recurring Payments**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment.

*Note: If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> 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.*

For Single and Recurring Payments, **YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE**, for each OneClick Payment to reach the Payee. Any OneClick Payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the business day prior to the business day the OneClick Payment is going to be initiated.

### **Payment Cancellation Requests**

You may cancel or edit any scheduled payment (if processing has not begun) by following the directions within the Service. There is no charge for canceling or editing a scheduled payment. However, once the Service has begun processing a scheduled payment it cannot be cancelled or edited, therefore a stop payment request must be submitted in accordance with Hometown Bank's current Stop Payment Procedures detailed elsewhere in this Agreement.

### **Early Posting**

Payments may be received by the Payee and presented to us for payment before your requested payment date. Notwithstanding the limitations described in the section titled "Our Liability for Failure to Complete Transactions" you will be responsible for any fees and charges you incur as a result of not having sufficient funds due to a payment being presented prior to your requested payment date.

### **Failed Transactions**

In using the OneClick service, you are requesting us to make payments for you from your designated funding account. If we are unable to complete the transaction for any reason associated with your funding account (for example, if there are insufficient funds in your funding account to cover the transaction), the transaction will not be completed.

### **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 and OneClick transactions properly and you hereby hold Hometown Bank harmless for failure to do timely and/or completely make all your transfers and OneClick transactions 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 bill payment but the Payee nevertheless does not credit your payment promptly or correctly after receipt of the payment;
- 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, or the correct name, address, phone number, or account information or any other required information for the Payee;
- Your eligible account(s), including either your Payment Account or Billing Account, is closed;
- If your computer, mobile device, technological 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 or OneClick transaction;
- The payment or transaction 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 transaction 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, restrain 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.

### **Stop Payment Requests**

The ability of Hometown Bank to process a stop payment on a OneClick request will depend on the payment method and whether or not the check has cleared. If you desire to stop any OneClick transaction that has already been processed, please contact us at 1-877-526-9555 or at [info@ahometownbank.com](mailto:info@ahometownbank.com) to notify Hometown Bank of the need to place a stop payment on the scheduled payment.

Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge stated in our Fee Schedule.

### **Returned Payments**

In using the Service, you understand that Payees and/or the United States Postal Service may return your OneClick transaction to us for various reasons such as, but not limited to; Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Payee, or void the payment and notify you of the returned payment. Hometown Bank will not be held liable for any amounts, fees, late charges, service charges, etc. incurred in the return of any OneClick transaction, for any reason.

### **Mobile OneClick**

Mobile OneClick allows you to use a mobile device such as a cell phone, PDA, tablet or any other wireless device to direct payments to payees that you wish to pay, subject to the terms and conditions of this agreement. By subscribing to or using the Mobile OneClick Service, you agree that the terms and conditions outlined in this Agreement also apply to any mobile device used to access the Service.

Your wireless carrier may charge you a fee for accessing the Mobile OneClick Service. Please contact your carrier to get specific details concerning your wireless data plan and fees.

You agree that payments made using Mobile OneClick are the same as those made using paper checks, drafts, transfers, or online payments, and are bound by the same rules, regulations, state and federal laws.

Payees may be setup using your online banking account or your Mobile App. You will be able to edit the amount of or stop the next scheduled payment, view scheduled payments and payment history or schedule payments 90 days into the future.

If you permit other persons to use your Mobile OneClick Service user ID and password to access this Service, you are responsible for any transaction they authorize from your funding account.

### **Liability**

You will be responsible for any OneClick Payment request you make that contains an error or is a duplicate of another OneClick Payment. Hometown Bank is not responsible for any OneClick Payment that is not made if you did not properly follow the instructions for making the OneClick Payment. Hometown Bank is not liable for any failure to make any OneClick Payment if you fail to promptly notify Hometown Bank after you learn that you have not received credit from a Payee for any OneClick Payment. Hometown Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Hometown Bank's agent. In any event, Hometown Bank will not be liable

for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Hometown Bank has knowledge of the possibility of them. Hometown Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond Hometown Bank's reasonable control.

**Termination**

Hometown Bank has the right to limit access or cancel on-line access at any time. You may terminate your use of the Service at any time and you agree to notify us in writing of your decision by sending written notice to Attention: Deposit Operations, Hometown Bank, P.O. Box 1323, Corbin KY 40702-1323, or by delivering your written notice to any Hometown Bank location. Hometown Bank is not responsible for any fixed payment made before we have had a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Hometown Bank on your behalf.

Hometown Bank may terminate your OneClick account due to inactivity if you do not sign in to the OneClick bill paying service during any consecutive 90-day period. If the account is terminated, you will be required to complete the enrollment process and payee setup again.