



Hometown Bank  
Online Banking Agreement and Disclosure

Effective Date: July 25, 2019

**Scope**

This Agreement between you and Hometown Bank governs your use of all online and mobile banking services (the “Service”) available on a computer through a traditional online connection, on a mobile device using a mobile browser or through our mobile banking application available on Android or iOS. 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 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 Online Banking Agreement and Disclosure. You will be asked to create challenge questions to use for future security purposes.

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

### **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 Mobile 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 herein by reference.

### **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 our Online Banking 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 our Online Banking and OneClick 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 Online Banking Agreement and Disclosure and our OneClick Agreement and Disclosure on our website, [www.ahometownbank.com](http://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](mailto: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 Online Banking Service, by emailing us at [info@ahometownbank.com](mailto: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.

### **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 mobile banking 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 online banking 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 mobile banking 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 mobile banking customer/member Service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement.
- 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.

### **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)
- Mobile and SMS/Text banking (optional)
- Transaction downloads into Quicken, QuickBooks or Excel
- OneClick bill paying service (optional)
- Mobile Person to Person (P2P) transfers

Mobile banking and SMS/text banking services are optional. You can request access to these privileges at any time through online banking or through the mobile smart application. You can currently 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.

Commercial online services consist of only transfers between your Hometown Bank accounts and account transactional history unless an ACH/Cash Management agreement is in place between the Business Customer and Hometown Bank. See the ACH/Cash Management Agreement for services available.

### **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](mailto:info@ahometownbank.com) for more information.

You will create your user name 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. Eligibility for mobile banking and SMS/text banking and use of any and all privileges related thereto, have separate enrollment processes in addition to the enrollment process for the Service.

### **Email Address Changes**

In order to provide you with electronic disclosures, 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 the Service will NOT update your contact information within the OneClick bill paying service or mobile banking. That information must be updated separately.

You should change your Contact Info through the Settings tab within the Service. Once you choose the Settings tab, choose Security, then choose Contact Info and submit your changes. You may also change your user name, password, personal greeting and security questions within the 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](mailto:info@ahometownbank.com) or you can update your personal information at any of our branch locations.

### **Linked Accounts**

You are required to identify the eligible accounts that you want linked to your User Name 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](mailto:info@ahometownbank.com).

### **Your Responsibility**

Under this agreement, you attest that you are the legal owner of the financial information accessible to you via mobile banking. You also agree that all information that you have provided to be used in connection with mobile banking 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 Online Banking System and retrieve the documents and disclosures in an electronic format.

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

- Online access through an Internet Service Provider (ISP)
- A computer and online browser that can support 128-bit encryption
- For security purposes, you should use the most current version of your online 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 and Mobile Banking Service.

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.

You assume responsibility for any transactions authorized by persons whom you have permitted to use your wireless device and PIN to access mobile banking. If at any time you have reason to believe that your PIN or wireless device has been lost or stolen, you must notify us immediately at 1-877-526-9555 in order to delete the device from the mobile app access. If you later find your device, you may re-enroll the same mobile number.

### **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 Bill Payments even though that person's authority to make transfers by other means may still require dual signatures. When your online banking services are linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer.

### **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 accounts 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.

### **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.**

### **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 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.*

### **Transaction Limits**

Transaction limits have been established for each check, mobile banking, transfers and email payment. Exceeding these established limits will result in your account being locked. You will be required to contact Customer Support to have your account unlocked.

### **Documentation and Verification of Payments and Transfers**

Information regarding online banking and mobile banking transactions will be reflected on the account detail in the Service and on your regular monthly account statements.

### **Restricted Use**

You may use the Service for lawful purposes only. You agree not to use any Online 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.

### **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 Online 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).

### **Location Based Information**

If you use any location-based feature of any Online Banking or Mobile Banking 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.

### **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.

### **Business Days**

For all online banking services including mobile banking and OneClick, our business days are defined as Monday through Friday, excluding certain bank holidays.

### **Use of External Email Address**

With mobile banking Services we may send messages to your external email address and notify you that responses to your payment inquiries or customer/member Service inquiries are available, or as otherwise described within the mobile banking Services. If you subscribe to e-Bills Service, we may also use external email to notify you that you have new bills. We cannot act on instructions sent by you from an external email address. You should use mobile banking secure mail to send instructions to the Hometown Bank. If, for any reason your external email address changes or becomes disabled, please contact the Hometown Bank immediately so that we can continue to provide

you with automated messages. You may notify us of any changes to your external email address through the Customer/member Service tab within your mobile banking Service.

**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, login information, mobile ID or mobile passcode. If you are contacted by anyone requesting this information, please contact us immediately.

**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.

**Errors and Questions**

Online banking, mobile banking and OneClick transactions are processed by Electronic Funds Transfers (EFTs). Please refer to the Electronic Funds Transfer Disclosure provided to you at account opening and is also posted on our website in its entirety, which discloses important information concerning your rights and obligations.

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.

**Liability**

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 them to make 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. You are further responsible for all unauthorized use and access of your account and hereby hold Hometown Bank harmless for same.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 1-877-526-9555 during customer service hours or 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. It may take some time to process your request. Hometown Bank is not liable for any transaction(s) which occur in the time your request is being processed. We will notify you once your request has been processed by us.

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 ONLINE 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 ONLINE AND/OR PROVIDING USE OF THE SERVICE FROM MALICIOUS PROGRAMS AND/OR ACTIVITY AND/OR USE).



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.

For your protection, sign off after every mobile banking session.

### **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](http://www.ahometownbank.com).

### **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.

### **Online Security**

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Online. 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 on the Security tab 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 User Services menu after you log in to the Service.

### **Encryption**

The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using online banking. 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 Online.

### **Cookies**

During your use of the Service, the Service will pass an encrypted *cookie* to your computer 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 User Name 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 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.

### **Additional Security Guidelines:**

All Authorized Users should sign-off after every Service session; however, online 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 user name.
- Do not leave your computer, 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, User Name, etc.) in any public or general e-mail system.
- The security of public computers and public networks (e.g. in a library, online 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 online connection such as DSL or cable modem.
- Keep the operating system and browser of your computer, 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.

### **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.

### **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, mobile device application and/or software or software, or that of an Internet browser provider such as, but not limited to, Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), 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 Mobile Banking.

### **Tools and Calculators**

Our Online Service may contain financial tools and calculators. We provide these tools and calculators as a service to you, for educational purposes only. 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 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.

### **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 Online Banking or Bill Payment 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.

### **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, your joint account 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.

### **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 AN 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 ONLINE 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 ONLINE 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 ONLINE 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 ACH/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.

**Exclusions of Warranties and Limitation of Damages**

Availability, timeliness and the proper functioning of our mobile banking Service will be dependent upon many factors such as, your wireless location, network availability, signal strength, hardware, software and your particular wireless device in general. NEITHER HOMETOWN BANK NOR ANY OF OUR SERVICE PROVIDERS ASSUME RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY OR AVAILABILITY OF ANY RELATED NETWORK, WIRELESS DEVICE OR MOBILE NETWORK WHICH YOU MAY UTILIZE TO ACCESS MOBILE BANKING. NEITHER WE NOR OUR SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY THESE FACTORS OR FOR ANY ACTIONS TAKEN IN RELIANCE THEREON, INCLUDING SERVICE INTERRUPTIONS, INACCURACIES, DELAYS OR LOSS OF PERSONALIZED SETTINGS.

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 ONLINE 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, RELATED TECHNOLOGICAL DEVICES, MOBILE DEVICES OR ANY OTHER DEVICE AND/OR MEANS OF ACCESSING THE ONLINE 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.

**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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

**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.

**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.

**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.

**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.