



Home Banking Company Online Agreement and Disclosure

This Online Agreement and Disclosure (the “Agreement”) of Home Banking Company governs your use of Home Banking Company Online (the "Service"). By subscribing to the Service or using the Service, you agree that you have complied with the online instructions in accessing the Service, and that you will be bound by the terms of this Agreement. Please read this Agreement carefully and keep a copy for your records.

In this Agreement, “you”, “your”, or “user” refers to any person(s) subscribing to or using the Service; “we”, “us”, “our”, “the Bank”, and “Bank” refers to Home Banking Company and any agent, independent contractor, designee, or assignee Home Banking Company may, in its sole discretion, involve in the provision of the Service.

1. The Service. This Agreement applies when accessing your accounts through the Internet. You can check the balance in your designated Home Banking Company accounts (the “Accounts”), transfer funds between eligible accounts, pay bills via Bill Pay, and make payments to your Home Banking Company loans.

2. Systems Requirements. To use Home Banking Company Online, you must have Internet access. Your system should be set up with 128-bit encryption. Your browser connection needs to be Microsoft Internet Explorer 6.0 (or greater) Mozilla Firefox; Mozilla Camino; Netscape Navigator; Opera or Safari.

3. Your Access ID and Password. Home Banking Company will assign the Access ID and you will create an alphanumeric Password. Your Access ID and Password will be used to access Online Banking. You authorize us to follow any instructions entered through the Service using your Access ID and Password. Because your Access ID and Password can be used to obtain information in your Accounts, you should treat your Access ID and Password with the same degree of care and secrecy that you use to protect your PIN or other sensitive personal financial data. You agree not to give nor make available your Access ID or Password to any person not authorized to access your Accounts.

4. Bill Pay Terms. Bill pay services offered by Home Banking Company may be used to pay any bill that involves mailing a check. This excludes alimony payments, child support payments, any other court directed payments, or tax payments. Features include:

- Schedule bill payments (next payment date) at least five business days before the due date, not including any grace period. A “Business Day” shall mean Monday through Friday, excluding Federal Banking Holidays.



- Account information, payment amount, payee name, and address must be entered correctly.
- Your account will be debited on the first business day following the date you have indicated for designated payment. The funds must be in your account and available for withdrawal at that time. If funds are not available for withdrawal as directed, the Bank may revoke your bill payment service.
- You must schedule payments long enough in advance of the date you want the payment to be received by the payee to allow for the payment to be sent through the United States Postal Service. Payments will be issued to the payee in the form of a check and will be received by the payee when delivered by the USPS. The bank has no authority or control over delivery times. It is recommended that you allow at least 5 business days between the date you specify for the payment to be made and the due date, not counting any grace period.
- You must be careful when selecting the account from which the payment is to be made and when inputting the payee's name and address, as the Bank will not check for accuracy.
- Prior to the service being terminated, the authorized user must delete all recurring bill payments. Failure to do so may result in the continuation of the scheduled payments.

You agree not to use the Bank's Bill Payment service for payments made to or through a federal, state or local court or agency (fines, taxes, fees, etc.). These payees are often not equipped to properly handle payments not accompanied by coupon or similar device. You also understand that the Bank has no obligation to monitor your compliance with this requirement and is not liable for any payments to these payees which are not processed timely or properly.

To stop a bill payment originated in Internet Banking, you must contact technical support for assistance at **1-800-877-8021**. Fees apply.

5. Our Liability for Failure to Complete Transactions.

- **Transfers:** We will process and complete all transfers (to and from eligible accounts) properly initiated through the Service in accordance with the online instructions provided within Home Banking Company Online and the terms of this Agreement. If we do not complete a transfer to or from your account on time or in the correct amount in accordance with online instructions provided with Banking Online and under the terms of this Agreement, our liability for your losses and damages will be limited to those directly and proximately caused by our failure, not to include indirect, consequential, special or exemplary damages.
- **Payments:** We will process and complete all payments (via Bill Pay) properly initiated through the Service in accordance with the online instructions provided within Home



Banking Company Online and the terms of the Agreement. If we do not complete a payment from your account to the specified entity on time or in the correct amount in accordance with the online instructions provided with Banking Online and under the terms of this Agreement, our liability for you losses and damages will be limited to those directly and proximately caused by our failure, not to include indirect, consequential, special or exemplary damages.

Additionally for both transfers and payments, we will not be liable if:

- Through no fault of ours, you do not have enough money in your account to make the transfer or payment
- The Service is not working properly, and you knew about the malfunction when you started the transfer or payment.
- Circumstances beyond our control (such as fire, flood, other natural disasters, or delay in the U. S. Mail) prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.
- A payment was not scheduled in the specified time period of 5 business days prior to the due date, not including any grace period.
- The payee name, address, payment amount, or account information provided for payment was submitted with errors.
- There may be other exceptions not specifically mentioned.

6. Transfers from Savings and Money Market Accounts. Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers – including Home Banking Company Online transactions – from money market deposit and savings accounts. During any monthly statement cycle, you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft or similar order to a third party. A fee of \$2.00 will be imposed for each subsequent debit. If you exceed these transfer limitations, your account will be subject to reclassification to a transaction account or subject to closure. (For more information on these accounts, see the applicable account agreement which can be obtained in person at any of our banking locations.) Each transfer or payment through Home Banking Company Online from your money market or savings account is counted as one of the six (6) limited transfers you are permitted each statement period. Payments to your Home Banking Company loans from your money market or savings account are also counted toward this limit.

7. Statements. Payments on your Home Banking Company loans, Bill Pay transactions, and funds transferred between your accounts through the Service will appear on your monthly



account statement(s). In addition to the transaction date, the transfer and payment amounts will be shown for each transaction initiated through the Service. You agree that we may make your statement available to you online instead of by mail if we so choose. If we provide your statement online, you may request a paper statement by calling our Bookkeeping Department at 731-645-6166.

8. Fees. There are no monthly fees associated with Home Banking Company Online; however access to Online Banking will be deactivated after 90 days of no activity. A fee of \$25.00 will be charged to reactivate your Online Banking account. Your checking and/or savings account fees are listed in the fee schedule of your Depositor Agreement, as modified from time to time. We will notify you in advance of any fee changes.

9. Equipment. We are not responsible for any loss, damage or injury resulting from (a) an interruption in your electrical power, telephone service or cable service; (b) the disconnecting of your telephone line by your local telephone company or for deficiencies in your line quality; (c) the disconnecting of your cable service by your local cable provider or for deficiencies in your line quality; or (d) any defect or malfunction of your PC, modem, telephone or cable line. We are not responsible for any service relating to your PC other than those specified in this Agreement.

10. Business Days and Hours of Operation. Our business days are Monday through Friday, except bank holidays. Home Banking Company Online transfer between accounts cut-off time is 7:00 p.m. Central Standard Time on any business day. Transfers and payments completed after the cut-off time will post to your account the next business day. The Service is available for use 24 hours a day, seven days a week (except for scheduled maintenance), with transaction completion limited to the aforementioned days and times.

11. Notice of Your Rights and Liabilities. Tell us AT ONCE if you believe your Access ID and/or Password have been lost, stolen, or compromised. If you believe your Access ID and/or Password have been lost, stolen, or compromised, call us immediately at: Home Banking Company at 731-645-6166.

12. Error Resolution and Questions. In case of errors or questions about your electronic transfers or payments, call us at (731)-645-6166 or write us as soon as possible at:

Home Banking Company

P. O. Box 247
Selmer, TN. 38375

If you think your statement is wrong or if you need more information about a transfer or payment listed on your statement. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.



2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa transaction or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If the bank decides to do this, the Bank will provisionally credit the user's account within 10 business days (5 business days if involving a Visa transaction or 20 business days if the transfer involved a new account) for the amount the User believes is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may reverse the provisional credit. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

If we determine there was no error and we provided you with provisional credit, this credit will be reversed. We will tell you the results within 3 business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Your use of the Bank's EFT services is subject to this Disclosure and Agreement, the Bank's terms and conditions for deposit accounts and all other terms and conditions applicable to your accounts, including any future changes the Bank makes to those agreements. If there is a conflict between the terms of this Disclosure and Agreement and the other agreement, the terms in this Disclosure and Agreement will prevail.

13. Disclosure of Account Information to Third Parties. We will disclose information to third parties about your Accounts or the transactions you make:

1. Where it is necessary for completing a transaction; or
2. In order to verify the existence and condition of your Accounts to a third party, such as a credit bureau or merchant; or
3. In order to comply with a governmental agency or court orders; or
4. If you give us your written permission; or
5. For purposes of offering or providing you other products or services.

14. Authorization to Obtain Information. You agree that we may obtain and review your credit report from an authorized credit bureau.



15. Termination. You may terminate your use of the Service at any time by calling Home Banking Company at 731-645-6166, or write to Home Banking Company Online Customer Service, P. O. Box 247, Selmer, TN. 38375. You must notify us at least ten (10) days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. We will confirm your termination by mail. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if your Accounts are closed or access to your Accounts is restricted for any reason. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf.

16. Limitation of Liability. Except as otherwise provided in the Agreement, we are not responsible for any loss, injury or damage, whether direct, indirect, special or consequential, including, without limitation, lost profits or attorney's fees, caused by the Service or the use thereof, even if we are advised of the possibility of such damages.

17. Software. The software programs providing the services are provided "as is". We disclaim all warranties whatsoever concerning the software, specifically including, without limitation, any warranty of fitness for a particular use or warranty of merchantability. The software contains trade secrets. You may not modify, translate, reverse engineer, decompile, disassemble, or otherwise reduce the software to human perceivable form. You may not create derivative works based on the software or remove any proprietary notices, labels, or marks on the software or accompanying documentation.

18. Entire Agreement. This Agreement is the complete and exclusive agreement between you and us related to the Service and supplements the Depositor Agreement related to your Accounts. In the event of conflict between this Agreement and any other agreement or disclosure related to your Accounts or any statement by our employees or agents, this Agreement shall control.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, regardless of where you use the Service or any other state's conflict of laws or provisions.

20. Amendments. We may amend or change any of the terms and conditions of this Agreement under the same terms and conditions as we may make changes to the Depositor Agreement governing your accounts.

21. Severability. The same severability provisions which are set forth in the Bank's Depositor Agreement shall also apply to this Agreement.

I accept and agree to the terms of this agreement.