



MOBILE BANKING AND MOBILE REMOTE DEPOSIT CAPTURE DISCLOSURES AND AGREEMENTS

Introduction

Home Banking Company is pleased to offer you Mobile Banking and Mobile Remote Deposit Capture as a convenient and secure way to manage your online accounts from mobile devices. This Disclosure and Agreement is an addendum to the Internet Banking Agreement and Disclosure which you have previously acknowledged.

Mobile Banking is offered as a convenience and a supplemental service to our Internet Banking services. It is not intended to replace access to Internet Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Remote Deposit Capture allows you to remotely deposit paper checks from your mobile device to your Home Banking Company account by electronically transmitting a digital image of the paper check to the Bank. There are no fees for using the Mobile Banking Services or the Mobile Remote Deposit Capture. However, your mobile carrier may charge for internet access or text messaging associated with SMS Banking. Contact your mobile device carrier for additional information.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Disclosure and Agreement or any future modifications of this Disclosure and Agreement, and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

Electronic Disclosure of Mobile Banking and Remote Capture Disclosures and Agreements

By accessing the Mobile Banking and Mobile Remote Deposit Capture services, you acknowledge electronic receipt of the Bank's Mobile Banking and Mobile Remote Deposit Capture Disclosures and Agreements. You agree that you have read these Disclosures and Agreements in their entirety and will abide by their terms and conditions. This Mobile Banking and Remote Capture Disclosure and Agreement is subject to change from time to time and your continued use will indicate your acceptance of any revision or addendums.



MOBILE BANKING DISCLOSURE AND AGREEMENT

1. Definition of Terms

In this Disclosure and Agreement, the terms:

“You” and “your(s)” refer to each person with authorized access to your Account(s) who accesses and uses the Mobile Banking Service

"Us," "we," "our," and "Bank" refer to the Home Banking Company.

"Account(s)" means your eligible Home Banking Company savings, checking, certificate of deposit, loan or other product information, which can be accessed through the Mobile Banking service.

"Mobile Banking Disclosure and Agreement" means this Mobile Banking Disclosure and Agreement and any Addendums to the Mobile Banking Disclosure and Agreement.

"Device" means a supportable mobile device including a cellular phone, smart phone, or other mobile device that is web-enabled and allows Secure Socket Layer "SSL" traffic capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device.

"Service" means Mobile Banking.

2. Description of Mobile Banking Service

Mobile Banking is offered as a convenience and a supplemental service to our Internet Banking services. It is not intended to replace access to Internet Banking from your personal computer or other methods you use for managing your accounts and services with us.

In order to use the Mobile Banking Service, you must first enroll for, and maintain enrollment in, the Online Banking Service, and you must follow our instructions for enrolling and activating your Wireless Device. You also may be required to accept or acknowledge other terms, provisions, or conditions in order to use certain features of functionality of the Mobile Banking Service. Such terms, provisions, and conditions constitute a part of the Mobile Banking Service terms and this Disclosure and Agreement. Cancellation of your enrollment in the Online Banking Service will result in the cancellation of the Mobile Banking Service.



We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

3. Use of Mobile Banking Service

You accept responsibility for making sure that you understand how to use the Service before you actually do so, and then that you always use the Service in accordance with the instructions we provide. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Service software. We may change or upgrade the Service from time to time. In the event of such changes or upgrades, you are responsible for making sure you that you understand how to use the Service as changed or upgraded. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified.

We will not be liable to you for any losses caused by your failure to properly use the Service or your Wireless Device. Your Mobile Device supplier and your mobile communications service provider are responsible for their products and services. Your Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

4. Relationship to Other Disclosures and/or Agreements

This Disclosure and Agreement is intended to supplement and not to replace other disclosures and/or agreements between you and us relating to your accounts at the Bank including, without limitation, the Internet Banking Agreement and Mobile Remote Deposit Capture Disclosure and Agreement. You agree that when you use the Mobile Banking Service you remain bound by the terms and conditions of all your existing disclosures and/or agreements with us (including, but not limited to, the terms and provisions applicable to each Service that may be accessible through Internet Banking and the Mobile Banking Service) and that the terms of the Mobile Banking Service do not amend or supersede any of those disclosures and/or agreements, except as otherwise expressly provided by the terms of the Mobile Banking Service. Any disclosure and/or agreement you may have with our affiliates and/or any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, also remains in full force and effect. You understand that other disclosures and/or agreements you may have with us, our affiliates, and/or any unaffiliated service providers may provide for fees, limitations, and restrictions which might impact your use of the Mobile Banking Service (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Service, including while downloading the Service software, receiving or



sending Service text messages, or other use of your Wireless Device when using the Service software or other products and services provided through the Service), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service carrier or provider is solely responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with such carrier or provider without involving us. You also agree that if you have any problems with the Mobile Banking Service, you will contact us directly.

5. Software License Agreement

Subject to your compliance with the terms of the Mobile Banking Service and the terms of this Disclosure and Agreement, you are hereby granted the License. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Mobile Banking Service software to that new or different Wireless Device. The License shall be deemed revoked immediately upon (i) termination of the Mobile Banking Service, (ii) termination of the Online Banking Service, (iii) your deletion of the Mobile Banking Service software from your Wireless Device, or (iv) notice to you at any time, with or without cause. In the event the License is revoked for any of the foregoing reasons, you agree to promptly delete the Mobile Banking Service software from your Wireless Device. In the event of revocation of the License, your obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.

6. Additional Use Obligations

When you use the Mobile Banking Service to access your Service Accounts, you agree to the following terms (which terms shall survive any revocation of the License):

- a. *Account Ownership/Accurate Information.* You represent that you are the legal owner of the Service Accounts and other financial information which may be accessed through the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.
- b. *User Security.* You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. If available, you agree to install anti-virus protection on your device. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or



other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

Also, we make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

- c. *Proprietary Rights.* You are permitted to use content delivered to you through the Mobile Banking Service only in connection with your proper use of the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Service technology, including, but not limited to, any Service software or other mobile phone applications associated with the Service.
- d. *User Conduct.* You agree not to use the Mobile Banking Service or the content or information delivered through the Service in any way that would (i) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Service software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to the Service, (ix) interfere with or disrupt the use of the Service by any other user, or (x) result in unauthorized entry or access to the computer systems of others.
- e. *No Commercial Use or Re-Sale.* You agree that the Mobile Banking Service is for personal use only. You agree not to resell or make commercial use of the Service.
- f. *Exercise of Caution.* You agree to exercise caution when utilizing the Mobile Banking Service application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.
- g. *Indemnification.* Without limiting any of your other obligations to us under this Disclosure and Agreement, you agree to protect and fully compensate Home Banking Company and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Mobile Banking Service, your violation of any of the terms of the Mobile Banking Service or your infringement, or infringement by any other user of your Service Account, of any intellectual property or other right of anyone.



7. Mobile Banking Service Limitations

Mobile Banking may not be accessible or may have limited access over some network carriers. In addition, the Service may not support all Devices. Home Banking Company cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or out of range issues. We will use commercially reasonable efforts to re-establish Mobile Banking service in those instances, but we do not promise the Mobile Banking service will always be available for your use. In no event, regardless of cause, shall we be liable to you for unavailability of Mobile Banking Services, or your inability to access Mobile Banking or to execute Mobile Banking functions. The Service Limitations are subject, but not limited, to the following Disclosures:

- a. *Loss of Data.* Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the Mobile Banking Service. These difficulties may result in loss of data, personalization settings or other Service interruptions. Neither we nor any of our service providers assumes responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Service.
- b. *Operational Availability.* Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access the Mobile Banking Service.
- c. *Errors and Delays.* Financial information obtained through the Mobile Banking Service (including, without limitation, any text message alerts) reflects the most recent account information available through the Service and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features, functions, and services available through other Services or at our Online Banking Service website may not be available using the Mobile Banking Service.
- d. *Non-supported Carriers and Devices.* The Mobile Banking Service may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported as Wireless Devices in connection with the Service. You are responsible for periodically referring to our website to determine currently supported mobile service providers, carriers, and Wireless Devices and for ensuring that you satisfy all technical requirements for using the Service.

8. Biometric Technology

We may make biometric identification available as Access Credentials for the Mobile Banking Service for Wireless Devices that support such technology. Biometric identification technology measures a person's unique physical characteristics (e.g., fingerprint, voice, facial characteristics, etc.) to authenticate and confirm the identity of the person. If you enable biometric identification as Access Credentials, you acknowledge and agree that anyone whose biometric profile is saved on your Wireless Device will be able to access and use the Mobile Banking Service on your



Wireless Device through biometric identification. If anyone has a biometric profile saved on your Wireless Device and you do not want that person to be able to access and use the Mobile Banking Service on your Wireless Device, then you should not enable biometric identification as Access Credentials. We neither control, store, nor have access to the biometric profiles saved on your Wireless Device. Biometric identification can be used in connection with only one Mobile Banking Service user login at a time on a Wireless Device. We are not responsible for the performance and functionality of biometric identification technology on your Wireless Device, and we may ask you to login to the Service using other Access Credentials if biometric identification is not working properly.

MOBILE REMOTE DEPOSIT CAPTURE DISCLOSURE AND AGREEMENT

1. Definition of Terms

In this Disclosure and Agreement, the terms:

"You" and "your" refer to each owner on an account accessible with Internet Banking and Mobile Banking.

"Us," "we," "our," and "Bank" refer to the Home Banking Company.

"Internet Banking" refers to our service that allows you to access your account information and conduct certain transactions via the Internet.

"Mobile Banking" refers to our service that allows you to access your account information and conduct certain transactions via a mobile device.

"Mobile Remote Deposit Capture Disclosure and Agreement" refers to this Consumer Mobile Remote Deposit Capture Service Disclosure and Agreement and any Addendums to the Mobile Remote Deposit Capture Disclosure and Agreement.

"Password" refers to password(s), PIN or other authentication means.

"App" refers to the Bank program or software, known as an application, especially designed by the Bank or our service provider(s) to be downloaded by a user to a mobile device as a tool to access account(s).



"Federal Holiday" refers to New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

"Mobile Remote Deposit Capture Limits" refers to the total quantity and dollar amount of deposits accepted on a daily and per item basis via Mobile Remote Deposit Capture.

"Business Days". Our business days are Monday through Friday, except the Federal holidays on which the Bank closes.

2. Description of Mobile Remote Deposit Capture Service

The Mobile Remote Deposit Capture service ("Remote Deposit" or "Service") is designed to allow you to make deposits to your checking, money market or savings accounts, selected by you and agreed upon by us, from your camera-enabled mobile device capable of capturing check images and account information and transmitting via our Internet App the items and associated deposit information to Home Banking Company ("the Bank") or the Bank's processor. In order to use the Service, your Wireless Device must have a functioning and supported camera, you must be enrolled in the Internet Banking service, and our Mobile Banking Service application must be installed on your Wireless Device. You acknowledge and agree that no transaction made through or using the Mobile Remote Deposit Capture Service is an "electronic fund transfer" as defined by the federal Electronic Fund Transfer Act and/or Regulation E of the Consumer Financial Protection Bureau.

3. Use of Mobile Remote Deposit Capture Service

You accept responsibility for making sure that you understand how to use the Service before you actually do so, and then that you always use the Service in accordance with the instructions we provide. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Service software. We may change or upgrade the Service from time to time. In the event of such changes or upgrades, you are responsible for making sure you that you understand how to use the Service as changed or upgraded. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Remote Deposit Capture as modified.

The use of Mobile Remote Deposit Capture and all its information and contents at your risk and is provided on an "as is" and "as available" basis. When using the Service, you may experience technical or other difficulties. The Bank will not assume responsibility for any technical or other difficulties and you release us from any resulting damages that you may incur. The Bank is not responsible for, and you release us from, any and all claims or damages resulting from, or related



to, any computer or device virus, malware or related problems that may be associated with using the Service. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems

4. Relationship to Other Disclosures and/or Agreements

This Disclosure and Agreement is intended to supplement and not to replace other disclosures and/or agreements between you and us relating to your accounts at the Bank including, without limitation, the Internet Banking Agreement and Mobile Banking Disclosure and Agreement. Any deposit account or other banking product accessed through Mobile Remote Deposit Capture is also subject to the Bank's Deposit Account Rules and account disclosures provided at the time of account opening and as amended from time to time. You should review the Deposit Account Rules and disclosures carefully, as they may include transaction limitations and fees that apply to your use of Mobile Remote Deposit Capture. In the event of any inconsistency between this Mobile Remote Deposit Capture Disclosure and Agreement and any other account rules and agreements with us, including but not limited to the Deposit Account Rules, the Internet Banking Agreement and the Mobile Disclosure and Agreement, the provisions of this Mobile Remote Deposit Capture Disclosure and Agreement shall control with respect to Mobile Remote Deposit Capture.

You agree that, when you use Mobile Remote Deposit Capture, you remain subject to the terms and conditions of your existing disclosures and/or agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Mobile Remote Deposit Capture Disclosure and Agreement does not amend or supersede any of those disclosures and/or agreements. You understand that those disclosures and/or agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Remote Deposit Capture (such as data usage or text messaging/email charges, imposed on you by your mobile service provider for your use of, or interaction, with Remote Deposit), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

5. Access and Authentication

We are not responsible for establishing the identity of any person who uses your Authentication Method. You are liable for all deposits made or authorized with the use of your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under the Internet Banking Agreement, Mobile Banking Addendum and this Mobile Remote Deposit Capture Disclosure and Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and



release the Bank from any and all liability, and agree not to make any claim or bring any action against the Bank, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a written authorization from you. This includes, but is not limited to, inquiries, checks deposited, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method. You agree to accept Mobile Remote Deposit Capture correspondence via email or secure email and to notify the Bank promptly with email address changes. It is imperative to keep this contact information current as confirmation of deposits are sent solely via the email address currently on file within Internet Banking. Home Banking Company is not responsible for and has no obligation to resend or confirm receipt of email by you.

6. Availability of Funds and Business Days

You agree that the images of checks transmitted using Mobile Remote Deposit Capture are not subject to the funds availability requirements of Reg. CC. In general, if an image of an item you transmit through the Service is received and accepted before 2:00 p.m. Central Time on a business day that we are open, we will consider that day to be the day of your deposit. However, if an image of an item you transmit through the Service is received and accepted: (i) after 2:00 Central Time on a business day that we are open, or (ii) on a day that we are not open, or (iii) on a Federal Holiday (regardless of whether we are open), we will consider that the deposit was made on the next business day we are open.

Funds deposited through Mobile Remote Deposit Capture will generally be available on the Business Day following the day we receive the deposit. However, depending on the type of check that you deposit, funds may not be available until the 7th business day after the day of your deposit. There may be additional delays in the availability of the funds and we are not responsible for any loss, costs or fees that you may incur as a result of any such delay.

7. Eligible Items

You agree to photograph and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to us is converted to an image replacement document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. When used in this Disclosure and Agreement, the term "check" also refers to the image of the check and is considered an "item" as used in Articles 3 and 4 of the Uniform Commercial Code.



You agree that you will not photograph and deposit any of the following types of checks or other items which shall be considered ineligible items:

- a. Checks payable to any person or entity other than you (No multi-party checks).
- b. Checks payable jointly, unless deposited into an account in the name of all payees.
- c. Checks that are prohibited by the Bank or in violation of any law, rule or regulation.
- d. Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- e. Checks previously converted to a substitute check, as defined in Reg. CC or other applicable law or regulation or "image replacement documents" that purport to be substitute checks.
- f. Checks drawn on a financial institution located outside the United States.
- g. Checks that are remotely created checks, as defined in Reg. CC.
- h. Checks not payable in United States currency.
- i. Checks dated more than 6 months prior to the date of deposit.
- j. Checks or items prohibited by our current procedures relating to Mobile Remote Deposit Capture or which are otherwise not acceptable under the terms of your account with us.
- k. Checks with any endorsement on the back other than that specified in this Disclosure and Agreement.
- l. Checks that have previously been submitted through Remote Deposit or through a Mobile Remote Deposit Capture service offered at any other financial institution.
- m. Checks that have been dishonored or returned to you unpaid for any reason.
- n. Checks or items made payable to "Cash".
- o. "Money Orders" from any applicable vendor.

8. Your Representations and Warranties to Us; Indemnification

Each time you use the Mobile Remote Deposit Capture Service to transmit any check image to us, you represent and warrant to us that: (i) the check is not a Prohibited Check, (ii) you are entitled to enforce the check, (iii) all signatures on the check are authentic and authorized, (iv) the check is not a counterfeit item, (v) the check has not been altered, (vi) the check is not subject to a defense or claim in recoupment of any party that can be asserted against you, (vii) you have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of the check, (viii) the check, in the event of any dishonor or nonpayment by the drawee, is enforceable against both you and the drawer of the check, (ix) the check image transmitted by you to us accurately represents all of the information on the front and back of the original check as of the time that the check image was created, the electronic information accompanying the image includes an accurate record of all magnetic ink character recognition (MICR) line information required for a substitute check under Reg. CC and the amount of the check, and the image otherwise complies with the requirements of the Service (including, but not limited to, any endorsement requirements), (x) you will neither create nor transmit through the Service any duplicate image of the check, nor will you deposit or otherwise negotiate the original check, (xi)



no person or entity will be asked to make payment based on a check it has already paid, (xii) no bank, as defined in Reg CC, that accepts the original check for deposit will incur an indemnifiable loss under Reg CC due to the check having already been paid, (xiii) neither we nor any subsequent transferees of the check or its image will sustain a loss as the result of the fact that an image of the check, instead of the original check, was accepted by us through the Service, presented for payment, or returned, (xiv) the image of the check contains no computer viruses or other harmful, intrusive, or invasive codes, (xv) all information you have provided to us in connection with the Service and the transaction is true, accurate, and current, and (xvi) the transaction otherwise complies in all respects with your duties, obligations, and agreements under this Disclosure and Agreement. **YOU AGREE TO INDEMNIFY US AND TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED IN ANY WAY TO YOUR BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES, YOUR USE OF THE SERVICE, AND/OR OUR PROVISION OF THE SERVICE TO YOU. YOUR AGREEMENT TO INDEMNIFY US AND HOLD US HARMLESS WILL SURVIVE THE TERMINATION OF THIS DISCLOSURE AND AGREEMENT FOR ANY REASON.**

In addition to and not in lieu of the preceding paragraph, you agree that once you have used Remote Deposit to deposit a check you will not present, or allow anyone to present, that original check or a substitute check of that original check again for deposit through Mobile Remote Deposit Capture or by any other means. If you or anyone else presents a check or substitute check for deposit more than once in violation of this Disclosure and Agreement, you agree to indemnify, defend and hold us harmless from and against all liability and losses, costs and expenses (including reasonable attorneys' fees) that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that we may debit from your deposit account with us the aggregate amount of any checks that are deposited more than once. To the extent that funds in your deposit account with us are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with us at our sole discretion.

9. Image Quality

The image of an item transmitted to the Bank using the Service must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image:

- a. The amount of the check (both written and numeric);



- b. The payee;
- c. The signature of the drawer (maker);
- d. The date;
- e. The check number;
- f. The information identifying the drawer and the paying financial institution that is preprinted on the check, including the MICR line; and
- g. All other information placed on the check prior to the time an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

10. Endorsements and Procedures

You agree to restrictively endorse any check that is deposited with Mobile Remote Deposit Capture as "Mobile Deposit at Home Banking" and include your signature on the back of the check in the designated area for endorsement purposes or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. Endorsements must be made on the back of the check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Bank account, the check must be endorsed by all such payees and you may only use Mobile Remote Deposit Capture to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you may endorse it.

11. Storage, Security and Destruction/Disposal of Transmitted Items

You agree to retain items deposited via Remote Deposit for at least 30 days from the day on which you receive your account statement. After 30 days, you should take care to destroy (shred) the item by cross-cut shredding or another commercially reasonable means of destruction. Upon our request from time to time, you will deliver to us within two Business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. After destruction of the original check, the image will be the sole evidence of the original check.

12. Mobile Remote Deposit Capture Limits

For security reasons, we reserve the right to establish and assign to you deposit limits for Mobile Remote Deposit Capture (including limits on the dollar amount and/or number of checks you may transmit through your Remote Device each day or month or in any other period) ("Mobile Remote Deposit Capture Limits") and to modify the Mobile Remote Deposit Capture Limits



from time to time at our sole discretion. We also reserve the right to modify Mobile Remote Deposit Capture Limits, or remove the service all together for individual users at our discretion. You agree to comply with all Mobile Remote Deposit Capture Limits. If you attempt to initiate a deposit in excess of the Mobile Remote Deposit Capture Limits, we may reject your deposit. Notification of the rejected deposit will be sent via email. If we permit you to make a deposit in excess of the Mobile Remote Deposit Capture Limits, such deposit will still be subject to this Mobile Remote Deposit Capture Disclosure and Agreement, and we will not be obligated to allow such a deposit at other times. Our current default Consumer Mobile Remote Deposit Capture Limits are as follows:

Consumer Mobile Remote Deposit Capture Limits

Per Item Amount: \$1,500.00 per item

Daily Count: 3 deposits per day

Daily Amount: \$3,000.00 per day

13. Receipt of Deposits

You are solely responsible for verifying that images of checks that you deposit by using Mobile Remote Deposit Capture have been received and accepted for deposit by us. Our receipt of the image of the check does not mean that the transmission was error free, complete or will be considered a deposit and credited to your deposit account. You agree that all deposits received by us are subject to verification and final inspection and may be subsequently rejected by us at our sole discretion, and you shall be liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us relating to such deposits. Once you have submitted a deposit to us, you will not be able to delete or reverse the deposit from within the Mobile App.

After we receive check images and all other required deposit information from you through Mobile Remote Deposit Capture, we shall provisionally credit your designated deposit account for the total amount of such check images, subject, however, to the deposit limits set forth in this Disclosure and Agreement. The provisional credit is subject to final payment of the checks and is also subject to the Deposit Account Rules. We further reserve the right to charge back to your account at any time, any check or item that we subsequently determine was not an eligible check or item as defined in this Disclosure and Agreement or is otherwise subject to chargeback as described in the Deposit Account Rules. You agree that we are not liable for and you release us from any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned.

14. Rejection of Deposits



You agree that all deposits received by the Bank are subject to verification and final inspection and may be rejected by the Bank at our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for, and you release and hold us harmless for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the Service in our sole discretion without notice to you, and you release us from liability for any such rejection or failure to notify you of such rejection. If we reject a check for Mobile Remote Deposit Capture, you may not deposit the check via Mobile Remote Deposit Capture again and must physically deposit the check. You are solely responsible for verifying that the check(s) you deposit by using the Service have been received and accepted for deposit by the Bank.

15. Problems in Transmission

Mobile Remote Deposit Capture is generally accessible 24 hours a day, 7 days a week, except it may be inaccessible for system maintenance; however, you understand and acknowledge that the Internet is an unsecured, unstable, and unregulated environment, and that your ability to use Mobile Remote Deposit Capture is dependent upon the commercial or internal on-line service you have chosen and are using, as well as the Internet and equipment, software systems, data and services provided by various vendors and third parties (including telecommunications carriers, equipment manufacturers, firewall providers and encryption system providers). You understand that while we and our service providers have established certain security procedures designed to prevent unauthorized access to accounts or transactions, there is no assurance that transaction activity will be completely secure, or that access to Mobile Remote Deposit Capture will be free from delays, interruptions, malfunctions, or other inconveniences generally associated with this electronic medium. You also understand that there may be times when access to Mobile Remote Deposit Capture is unavailable, and neither we nor our service providers assume responsibility for the operation, security, functionality or availability of the Mobile Remote Deposit Capture systems. You acknowledge that you are solely responsible for the adequacy of the systems, software, and Internet provider utilized by you to process banking transactions. We will not be liable for damages arising from delay, failure or error in transmission while using Mobile Remote Deposit Capture or your inability to access the system. We are not responsible and you release us from liability for any electronic viruses, spyware, phishing attempts or other malicious Internet, computer or mobile activity that you may encounter. We encourage you to obtain Internet security software or hardware to combat this activity such as anti-malware, firewall, anti-spam, and intrusion prevention. You should also regularly update your security software and hardware and educate yourself on safe Internet, mobile device and e-mail practices. You agree that transmission of confidential and sensitive personal information is at your sole risk.



16. Errors

You agree to notify us immediately in the event you become aware of or suspect any errors in connection with your use of the Mobile Remote Deposit Capture Service. Also, the terms of your Mobile Remote Deposit Capture Disclosure and Agreement, as applicable, regarding your responsibility to timely review statements and transaction histories and to report errors and discrepancies remain in full force and effect and apply to transactions made through the Service. You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction, and resolution of any errors or problems related to your use of the Service.

17. Termination

We may modify, suspend or terminate your privilege of using Mobile Remote Deposit Capture and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate your Mobile Remote Deposit Capture, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. We may terminate your use of Mobile Remote Deposit Capture for any reason, including, without limitation, if:

- a. Your account is frozen, restricted or closed.
- b. You are suspected of fraud.
- c. You deposited the same item more than once.
- d. Loan and deposit account(s) are not in good standing or there is an unacceptable past and/or present credit performance with Home Banking Company.
- e. The number of chargeback items (deposited items returned) has increased.
- f. You are in violation of any aspect of this Disclosure and Agreement with the Bank.
- g. You have submitted more than three checks via Mobile Remote Deposit Capture with invalid endorsement.

You may terminate the use of Mobile Remote Deposit Capture by contacting us in writing at Home Banking Company, 795 East Poplar Avenue, Selmer, TN 38375 or by phone at 731-645-6166 or by fax at 731-645-8713. Your termination of your Mobile Remote Deposit Capture will not terminate your responsibility for previously deposited items. Even if your use of Mobile Remote Deposit Capture is terminated, your indemnification of us and our disclaimer of warranties and limitations on liability will continue to apply and will be in full force and effect. Termination shall not affect the rights and obligations of the parties for transactions made with Mobile Remote Deposit Capture before we have had a reasonable time to respond to your termination request.



CLOSING

Unless prohibited by applicable law or caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Home Banking Company, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (i) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (ii) your violation of any law or rights of a third party; or (iii) your use, or use by a third party, of Mobile Banking and/or Mobile Remote Deposit Capture.

In the event performance of the services provided herein in accordance with the terms of this Mobile Banking Disclosure and Agreement and Mobile Remote Deposit Capture Disclosure and Agreement would result in a violation of any present or future statute, regulation or government policy to which the Bank is subject, and which governs or affects the transactions contemplated by this Mobile Banking and Remote Capture Disclosure and Agreement, then this Mobile Banking and Remote Capture Disclosure and Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Home Banking Company shall incur no liability to you as a result of such violation or amendment. No course of dealing between Home Banking Company and you will constitute a modification of this Mobile Banking and Mobile Remote Deposit Capture Disclosure and Agreement, or constitute an agreement between Home Banking Company and you regardless of whatever practices and procedures Home Banking Company and you may use. This Mobile Banking Disclosure and Agreement and Mobile Remote Deposit Capture Disclosure and Agreement is binding upon and inures to the benefit of the parties and their personal representatives, successors and assigns. This Mobile Deposit Disclosure and Agreement and Remote Capture Disclosure and Agreement is governed by the internal laws of the State of Tennessee.