

Online Banking Agreement and Mobile Banking Addendum

This Online Banking Agreement (Agreement) is between Home Savings Bank ("we," "us," "our," or "Bank"), which provides home banking services via its Web site, and each consumer (collectively, "you," "your," or "yours") enrolled in our Online Banking service and sets forth the terms governing the provision of electronic banking services to you or to any person authorized by you to access your Accounts via Online Banking. This Agreement describes your rights, responsibilities, and obligations, as well as the Bank's rights, responsibilities, and obligations.

I. Definitions.

"Account" means any checking, savings, mortgage, Equity Line of Credit or other account that you have with us for personal, small business, family or household use and that we designate on our Web site as an "Account" that may be accessed via Online Banking.

"Password or Online Banking Password", means the confidential string of digits used for identification purposes in connection with the use of our Online Banking services.

"Online Banking" means our service that enables you to access information or perform certain transactions on your Accounts via the Internet.

"Transaction Account" means any Account in which funds may be deposited into, withdrawn from, or credited to in payment for debts owed to the Bank and that we designate on our Web site as a Transaction Account that may be accessed via Online Banking.

"Transfer" means any electronic banking transaction, including a deposit, withdrawal, or payment, made electronically.

"User ID" is created by the user when logging in to Online Banking for the first time.

II. Setup and Use of Online Banking.

A. Eligibility.

First-time access to Online Banking requires activation by our Customer Care Department. Please call 1-866-466-3050, or stop by any branch location to activate your service. By your request and your use of the Online Banking services, you agree to comply with the terms and conditions of the Online Banking Agreement. You must use your User ID and Password to access Online Banking for the first time. You will immediately be required to change your Online Banking User ID and Password.

As a part of your Online Banking experience, we require more than a User ID and password. You will be required to validate your identity. You will have the option to receive your verification code via text message, verbal phone call or an email. If you are using a trusted computer, you may choose to register your computer. When you register your computer, an Internet Cookie is downloaded and stored on your computer's hard drive. The next time you log-in to Online Banking your User ID, password and Internet cookie must be authenticated in order for you to continue.

If you use another computer or if you remove the Internet Cookie from your hard drive, after logging-in, you will be required to validate your identity by receiving another verification code. You will also be asked if you want to download the Internet Cookie. Only download it if you know that you will use that PC again in the future. You do not want to download the Internet Cookie on a public PC, like those found in the library or at school, etc.

You may change your Online Banking User ID and Password at any time. We may require you to change your Password from time to time for security reasons. You should keep your login information in a secure location. Any person having access to your login information will be able to access Online Banking and perform all transactions and inquiries that you may perform.

B. Access.

Using Online Banking you can access only those Accounts for which you are an authorized signatory, including those accounts where you are a sole or joint owner, trustee, or custodian. Online Banking services are generally accessible 24 hours a day, seven days a week, except that the service may be inaccessible on occasion for a reasonable period of time for system maintenance or for other reasons beyond our control. We are not liable under this Agreement for failure to provide access due to a system failure, other unforeseen acts, by third parties beyond our control or for any other loss under circumstances as otherwise indicated in this Agreement. We may modify, suspend, or terminate (see Section VII) access to Online Banking at any time and for any reason without notice.

C. Equipment and Software Requirements.

To use Online Banking, you need internet service, an up-to-date computer, and an up-to-date browser. You can find our supported browsers at <https://www.homesavings.com/online-banking-tips.aspx>. You are responsible for the setup and maintenance of your home computer and modem. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser, your Internet service provider, your software or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with Online Banking.

D. Limitation of Liability.

Disclaimer of Liability. You are responsible for the correct setup of your personal computer. Neither we, nor any of our service providers, are liable for damages (whether direct, indirect, special, consequential or otherwise), including economic, property, personal or other loss or injury, whether caused by hardware or system-wide failure, arising or resulting from the use or maintenance of the equipment or other items necessary to operate Online Banking.

Instructions. The Bank will not be liable for any loss to you or any third party as a result of any action or inaction by the Bank in accordance with instructions on which the Bank in good faith believes it is authorized to rely.

Computer Related Liability. Neither we, nor any of our subsidiaries, any software suppliers, or any information providers are liable for any computer virus, spyware, spam or software-related problems that may be attributable to the services provided in connection with Online Banking.

Passwords You are liable for all transactions authorized with the use of your Password. Home Savings has no responsibility for establishing the identity of any person who uses your Password. You agree that if you give your Password to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your Password will have access to your accounts. You agree that if you believe the secrecy of your Password has been compromised, you immediately will notify Home Savings of that fact, and you immediately will change your Password. For joint accounts, each person must have a separate Password. Each person on a joint account will be liable for all transactions that are made on that account by all other joint owners of the account. You agree to indemnify, defend and hold harmless Home Savings from any and all claims, losses, damages, actions, suits, liabilities, costs, fines and expenses (including reasonable attorneys' fees), and you agree not to make any claim or demand against Home Savings or bring any action against Home Savings related to its honoring or allowing any actions or transactions that were authorized and/or conducted under your Password.

E. Disclaimer of Warranties.

Warranties of Fitness and Merchantability. NEITHER WE, NOR ANY OF OUR SUBSIDIARIES, ANY SOFTWARE SUPPLIERS, OR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

Computer-Related Warranties. Neither we, nor any of our subsidiaries, any software suppliers, or any information providers make any warranty, express or implied, that the services provided in connection with Online Banking are free from any computer virus or other software-related problems.

III. Online Banking Services.

Products and Services Offered.

Account Transfers. You may make transfers between checking, statement savings and Equity Line of Credit Accounts that you have with us. You may transfer funds through Online Banking in any amount. We will deduct the amount of your funds transfer from your Account on the date you process it or at the earliest time after that when our systems are able to process the request. We may refuse to act on your funds transfer instruction if sufficient funds, including funds available under any overdraft plan, are not available in your Accounts on the date you want us to transfer funds.

Schedule Recurring Transfers. You may schedule one or more transfers between your Home Savings checking, statement savings, or Equity Line of Credit Accounts to occur on a weekly, biweekly, monthly, bi-monthly, quarterly, semi-annually, or annual basis.

(a) Transfers scheduled for a specific date that falls on a Saturday, Sunday or Federal holiday will be deducted from your available balance and posted to your Account on the next business day.

(b) Transfers scheduled for a date that does not exist in a calendar month (i.e., 29, 30, and 31) will be processed on the last day of the calendar month.

(c) You will receive a "success transfer" or "failed transfer" email indicating information entered at the time of origination of a scheduled recurring transfer. Scheduled recurring transfers may be added, deleted, and/or changed up to the scheduled date of transfer; provided, however, you have given us adequate time to act on your instruction before the particular recurring transfer has been carried out.

Obtain Account Balances. Your Account balance is generally current, but may not include transactions that have not been posted (such as checks cashed at a teller window on the same day). In addition, your Account balance may show funds that have been credited to your Account, but that are not yet available for withdrawal.

Notifications. You may schedule an email message to notify yourself when your accounts meet established criteria such as account balance falls above or below a specific dollar amount, payment is due or a check cleared as applicable.

Money Transfers. Transfer money from statement savings or checking Accounts to pay your loans with us. Loan payments will first satisfy any billed interest, with any remaining amount being applied to principal.

Draw Funds. Draw funds from your Equity Line of Credit by transfer to either your Home Savings checking or statement savings Account. We may refuse to advance funds from your Equity Line of Credit if there is insufficient Available Credit in your Equity Line of Credit or if the account is in default or we reasonably believe we will have difficulty collecting what is due on the date that you want us to advance funds to your checking or statement savings Account.

Transaction History. Review the history of past transactions on your Accounts over the previous twelve (12) months for specified Accounts designated on our Web site.

Review Cleared Checks. You may view and print both front and back of available digital images of checks that have been paid on your Deposit Accounts.

IV. Parties' Responsibilities.

A. Your Rights and Responsibilities.

Authorized Use of Services by Other Persons. You are responsible for keeping your Password, User ID and Account data confidential. We are entitled to act on transaction instructions received using your Password, and you agree that the use of your Password will have the same effect as your signature authorizing the transaction. If you authorize other persons to use your Password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your Password. You are responsible for any transactions made by such persons until you notify us that transfers

by that person are no longer authorized and we have a reasonable opportunity to act upon the change of your Password.

Reporting Unauthorized Transactions. You should change your Online Banking Password immediately through Online Banking or contact us directly if you believe your User ID or Password has been lost, stolen or if you suspect any fraudulent activity on your Account. You also should notify us immediately if such an event occurs. Telephoning is the best way of minimizing your possible losses. To notify us, call:

1-866-466-3050, Monday – Friday 8 am – 8 pm; Saturday 9 am – 3 pm (All hours are in the Eastern Time Zone).

Your Liability for Unauthorized Transactions. If you believe your login information has been lost, stolen, or used without authorization, and you tell us within two (2) business days after you learn of the loss, theft or unauthorized use, you can lose no more than \$50 if someone used your login information without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss, theft, or unauthorized use of your login information, and we can prove that we could have stopped someone from using your login information without your permission if you had told us, you could lose as much as \$500.

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the FIRST statement showing an unauthorized transfer was mailed or made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Resolving Errors or Problems As soon as you can, contact us by telephone at 1-866-466-3050 if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number.
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. 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 tell you the results of our investigation within 10 business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think 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 are not required to credit your account. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Documentation of Transfers or Notice of Transactions.

Periodic Statements. You will receive, or have online access to, a monthly statement on your checking, statement savings, or Equity Line of Credit Account if any transfers or other transactions were made to your Account since your last statement.

Online Banking. You may review your Account balances and a listing of your most recent transactions online. You also may use your home personal computer and printer to print out a copy of your instructions when you use Online Banking to direct a transfer between your Home Savings Accounts.

Documentation as Evidence. Any documentation provided to you, which indicates that an electronic fund transfer was made, shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

B. Limitations of Our Responsibility for Processing Transactions.

Regardless of any other provision in this Agreement, we will have no liability to you:

- (a) if, through no fault of ours, you do not have sufficient available funds in your Account to make the transfer;
- (b) if the transfer would go over the credit limit on your overdraft line;
- (c) if the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account;
- (d) if the systems were not working properly and you knew about the breakdown when you started the transfer;
- (e) if circumstances beyond our control including, but not limited to, interruption of telephone service or telecommunication facilities equipment malfunction, strikes, labor trouble, power loss, acts of God, hostilities, emergency, or natural disaster, such as a fire or flood prevent the transfer, despite reasonable precautions that we have taken.
- (f) if you have not properly followed the instructions for using Online Banking;
- (g) if your operating system or software was not properly installed or functioning properly; or
- (h) there may be other exceptions stated in our Account agreement with you.

Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental, consequential or punitive damages. In the event applicable law does not allow the exclusion or limitation of liability for indirect, special, incidental, consequential or punitive damages, our liability is limited to the extent permitted by applicable law.

V. Consumer Privacy.

The importance of maintaining the confidentiality and privacy of the information provided by our customers is one of our highest priorities. You should carefully review our privacy policy as published on our web site at www.homesavings.com.

VI. Confidentiality.

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing such transfers.
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant.
- In order to comply with government agency or court orders.
- Where it is necessary for legal, collection, accounting or auditing purposes.
- If you give us your written permission.

VII. Termination.

Your Online Banking services remain in effect until terminated by you or us. You may cancel your Online Banking services at any time by notifying us of your intent to cancel by calling us at 1-866-466-3050 or contact us by mail at Home Savings ATTN: Electronic Operations, PO Box 1111, Youngstown OH 44501-1111. This cancellation applies only to your Online Banking services and does not terminate your other relationships with us. Your termination of your Online Banking services may automatically terminate any pending bill pay payments.

We may terminate your participation in the Online Banking service for any reason, at any time. We are not obliged to notify you in advance. We will cancel your service when your Online Banking service remains inactive for more than three (3) months or you no longer have any active Accounts with us.

VIII. Changes in Terms and Other Amendments.

We may amend this Agreement at any time in accordance with applicable law and regulations and this Agreement. Any changes to this Agreement will be posted on our Web site and will be provided to you when and as required by law. Your continued use of Online Banking following posting of amendments on the Online Banking website constitutes your acceptance of the terms and conditions of any posted amendment.

IX. Other Provisions.

A. Electronic Notice.

We may send notices to you by E-mail. Sending electronic mail may not be a secure method of communication. Thus, we recommend that you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password or to stop a payment). In these cases, do not use e-mail. Instead, you should call us at 1-866-466-3050. Please view our security information on our web site at www.homesavings.com.

B. Business Days and Hours of Operation.

For purposes of these disclosures, our business days are Monday through Friday excluding Federal holidays. Our representatives are available to assist you Monday – Friday 8 am – 8 pm; Saturday 9 am – 3 pm at 1-866-466-3050. (All hours are in the Eastern Time Zone.)

C. Ownership of Web site.

The content, information, and offers on our Web site are the property of Home Savings Bank and the unauthorized use, reproduction, linking, or distribution of any portions thereof is strictly prohibited.

D. Governing Law.

This Agreement is governed by the laws of the State of Ohio to the extent such laws are not preempted by federal law, without regard to conflict of law provisions. Your existing Account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in the Personal and Business Deposit Account Agreement and the Personal Deposit Account Fees and Features brochures to the extent not otherwise modified specifically by this Agreement.

E. Severability.

If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid by any court of competent jurisdiction, that part, term, or provision shall be conformed, if possible, to prevailing law in the State of Ohio, or, if preempted, federal law, rather than voided. If voided, the remaining portion or portions shall be considered severable and shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be illegal or invalid.

Mobile Banking Agreement

I. Introduction:

The Mobile Banking Agreement is an addendum to the Online Banking Agreement and provides consent for you to enroll in Home Savings Mobile Banking Service ("Service"). The terms of this Agreement are in addition to those that apply to any account or service you have with us, our Online Banking Agreement, Understanding Your Deposit Account, and our Privacy Policy. By participating in the Service, you are agreeing to the following terms and conditions, which are in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part.

We may offer additional Mobile Banking services and features in the future. Any added Service(s) and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service or feature is added. These terms and conditions may be modified or cancelled from time to time without notice, except as required by Law.

II. Definitions:

As used in this Agreement and Mobile Banking services, the following words will have the definitions below:

"Account" means any checking, savings, mortgage, Equity Line of Credit or other account that you have with us for business, personal, family or household use and that we designate on our Web site as an "Account" that may be accessed via Online Banking and Mobile banking.

"Agreement" means this Mobile Banking Agreement.

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

"Mobile Banking" means the banking services accessible from the Device you have registered with Home Savings for Mobile Banking services.

"You," "Your," and "Yours" means each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

"We," "Us," "Our," and "Bank" means Home Savings Bank.

III. Mobile Banking Service

A. Description of Service

Mobile Banking is offered as a convenience and supplemental service to our Online Banking Services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Home Savings account information, make payments to payees, transfer funds and conduct other banking transactions. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transactions you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible over some network carriers. In addition, Mobile Banking may not be supportable for all Devices. Home Savings 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.

B. Use of Service

You agree to accept responsibility for learning how to use Mobile Banking, and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify Mobile Banking (or any part thereof) from

time to time at our sole and absolute discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Device.

C. Other Agreements

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreement with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those restrictions that might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and services. Accordingly, you agree to resolve any problems with your mobile service provider (or any other third party service provider) directly without involving us.

Any deposit account, loan or other banking product accessed through Mobile Banking is also subject to the Understanding Your Deposit Account provided at the time of the opening of such Account or Accounts. You should review the Understanding Your Deposit Account carefully, as they may include transactions limitations and Fees which might apply to your use of Mobile Banking.

IV. Mobile Banking Transfers

You may use Mobile Banking to transfer funds between your eligible Home Savings Accounts (Internal Transfer). You may not transfer to or from an account at another financial institution using Mobile Banking.

You must have sufficient funds available in the selected Account(s) at the time the transfer is received, including available overdraft protection (if applicable). We may process transfers that exceed your available balance at our sole and absolute discretion. If we process the transfer and unless your overdraft protection is provided via an overdraft line of credit, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market Account using Mobile Banking is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in the Understanding Your Deposit Account. You may be subject to fees or Account conversion if you exceed the transactions limits of each of your Accounts using Mobile Banking or any other methods outlined in the Understanding Your Deposit Account.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, in our sole and absolute discretion.

V. Your Responsibilities

You represent and agree to the following by enrolling for Mobile Banking or by using Mobile Banking:

A. Account Ownership/Accurate Information

You represent that you are the legal owner of the Accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us 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 Mobile Banking. You agree not to misrepresent your identity or your Mobile Banking account information. You agree to keep your Mobile Banking 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

Mobile phone and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. 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.

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 the United States is at your own risk.

C. User Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) 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); (d) be false, misleading or inaccurate; (e) 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; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-Sale

You agree that the Service is only for the personal use of the individuals authorized to access your Account information. You agree not to make any commercial use of Mobile Banking or resell, lease, or rent or distribute access to Mobile Banking.

E. Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless (i.e., provide for the cost of legal offense for) Home Savings, 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 (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with Mobile Banking; (b) your violation of any law or rights of a third party; (c) your use, or use by a third party, of Mobile Banking.

FinanceWorks & Cashback@Home -- End User License Agreement

In addition to the above content, if you decide to use either FinanceWorks or the Cashback@Home application, you acknowledge and agree to the following terms and conditions of service.

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Cashback@Home") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Cashback@Home, the terms "Service" and "Cashback@Home" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Cashback@Home information, help content, bug fixes, or maintenance releases, etc.) of the Service or Cashback@Home if and when they are made available to you by us or by our third party vendors. Certain Service and Cashback@Home may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Cashback@Home program; (iii) permit any third party to benefit from the use or functionality of the Service or Cashback@Home, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Cashback@Home or any services provided in connection with them, prevent access to or the use of the Service, Cashback@Home or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Cashback@Home or any services provided in connection with them except as expressly allowed under this Section 1.

OWNERSHIP. The Service and Cashback@Home are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Cashback@Home or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Cashback@Home or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Cashback@Home or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Cashback@Home or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Cashback@Home or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS. Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes:

(i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

USE, STORAGE AND ACCESS. We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

THIRD PARTY SERVICES. In connection with your use of the Service, Cashback@Home, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

THIRD PARTY WEBSITES. The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Cashback@Home or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

EXPORT RESTRICTIONS. You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

Cashback@Home. If you decide you wish to participate in the Cashback@Home application, you acknowledge and agree to the following terms and conditions of service.

Cashback@Home. You will earn rewards for your participation in the Cashback@Home program based on total purchases. If you participate in the Cashback@Home, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Cashback@Home deposit account which is associated with the Cashback@Home program.

Cashback@Home Account. You must use the debit card associated with the Cashback@Home account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types. Some account types, such as Health Savings Accounts, may not be eligible for rewards.

Purchases must be made as indicated in the offers made available under the Cashback@Home program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Cashback@Home offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Cashback@Home program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

BILL PAYMENT SERVICE TERMS AND CONDITIONS

SERVICE DEFINITIONS

"Service" means the Bill Payment Service offered by Home Savings Bank, through CheckFree Services Corporation.

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING

Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

Payments to Payees outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" 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.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. 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 the Service at once by calling 866-466-3050 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 866-466-3050 during customer service hours; and/or,
2. Write us at:
Home Savings Bank
PO Box 1111, Youngstown, OH, 44501

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

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:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 866-466-3050 during customer service hours; and/or
2. Write us at:
Home Savings Bank
PO Box 1111
Youngstown, OH, 44501

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

PAYEE LIMITATION

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future,

directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

I have read the Online Banking Agreement and Mobile Banking Addendum, FinanceWorks & Cashback@Home -- End User License Agreement, and the Bill Payment Service Terms and Conditions displayed and agree to the terms and conditions.