

**E-SIGN DISCLOSURE &
CONSENT AGREEMENT**

Introduction

To access a Home Savings Bank account online or through a mobile app using Home Savings Digital Services, you must review and consent to This E-SIGN Disclosure & Consent Agreement (“**E-SIGN Agreement**”). By consenting to this E-Sign Agreement, you understand and agree that all notices or other communications which Home Savings Bank may be required to provide to you arising from our obligations under applicable laws and regulations, your account agreement, this E-Sign Agreement, or the Digital Services User Agreement, may be sent to you electronically or in any manner permitted by law. This E-Sign Agreement applies to all communications, documents, disclosures and electronic signatures related to the products, services, and accounts offered or accessible through our Digital Services and allows us to provide you with electronic versions of important communications and disclosures associated with your use of Digital Services. Certain laws and regulations require us to provide notices and disclosures to you in “writing” (traditionally this is defined as a paper notice); with your consent, the E-SIGN Act allows us to provide these documents to you electronically.

This E-Sign Agreement may be revised periodically and may include changes from earlier versions. By accessing your account and engaging in Digital Services, you agree to the most recent version of this Agreement, which is always available to you online.

Definitions

The words “**we,**” “**our,**” and “**us**” mean Home Savings Bank and its affiliates, subsidiaries, successors, and assigns.

The words “**you**” and “**your**” mean each account owner and anyone else with access to the account through the Digital Services. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

“**Access Device**” means any electronic device you use to access your account and view electronic documents through our Digital Services. This includes, but is not limited to: a mobile device such as a smartphone or a tablet computer.

“**Digital Services**” means the services provided by us electronically including, but not limited to, Online Banking and Online Account Opening, Mobile Deposit and Banking, Home Savings CardControl, and Bill Payment Services.

Scope of this E-SIGN Agreement

This E-SIGN Agreement applies to all communications, documents, disclosures, notices, and terms and conditions related to the Digital Services. By agreeing to this E-Sign Agreement, you understand and agree that all notices or other communications which we may be required to provide to you arising from our obligations under applicable law, your account agreement, this Agreement, or the Digital Services User Agreement, may be sent to you electronically.

E-Signature

You agree that all transactions completed electronically through the use of our Digital Services will result in valid and legally binding agreements. You specifically agree that any electronic signatures that you provide through the use of any Digital Services are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in related documents just as if you had physically signed the same documents with a pen.

Electronic Communications

You agree and consent to receive electronically all notices, disclosures, terms and conditions, and communications we are legally required to provide to you in writing as well as any other agreement, notice or communication we may deliver to you on all of your deposit and loan accounts, including any Digital Services or any other services we may make available to you, now and in the future (the “Disclosures”). The types of Disclosures we may provide electronically include this E-Sign Agreement, account statements, account and service agreements and disclosures, fee schedules, privacy notices, adverse action notices, notices regarding late or delinquent payments or returned deposited items or overdrafts, year-end tax statements such as Form 1099-INT or Form 1098, and notices of changes in account terms. In order for us to provide the Disclosures to you electronically, we must ask you to agree to receive the Disclosures in that manner. If you do not agree, you will not be allowed to apply online for a Home Savings deposit account or use Digital Services.

This consent will remain effective until expressly withdrawn by you. Your consent does not mean that we must provide documents electronically, but instead that we may deliver some or all of those documents electronically.

We will provide all Disclosures to you on screen or when you click on the link we provide to you. You may be required to open the link that contains the Disclosure. We will provide the opportunity to you to print any or all of the Disclosures and we urge you to do so.

You may save a PDF copy of the Disclosures and print the Disclosures at your convenience. You may wish to do this when we first present a Disclosure to you. You have the right to receive a copy of any of the Disclosures in paper form. Please call our Customer Care Center at 1-866-466-3050 to request a paper version. Depending on the Disclosure type, you may be required to contact us within 12 months of the date we made the Disclosure available to you to obtain a paper copy.

In certain circumstances, some Disclosures may be provided by e-mail. You agree that you will, if we ask, provide a current and valid e-mail address and that you will tell us immediately if your e-mail address changes. If you change your e-mail address, you must notify us by updating your e-mail address within your Digital Banking Service, by calling our Customer Care Center or by visiting a branch.

If we deliver Disclosures to you using the information we have on file, you will be deemed to have received the Disclosures, even if our message, for example, is returned to us by an internet service provider as undeliverable.

This consent only applies to the delivery of Disclosures and other communications by us to you. Some statutes as well as your account agreement with the Bank may require that you provide certain notices in writing to us, and this consent has no effect on those requirements.

You can change your document delivery preferences at any time, unless otherwise prohibited under the terms and conditions of a specific account agreement. We may charge a fee for paper documents. Please refer to your account agreement for additional information. There is a monthly statement fee for a paper statement.

To change your document delivery preferences, you can:

Call our Customer Care Center at 1-888-222-4751.

System Requirements

The format of the electronic documents may vary based on your Access Device. For example, documents are typically presented in a .pdf format on a traditional computer while documents accessed on a mobile device are typically presented natively within the application. By consenting to this agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your electronic documents.

To access Mobile Services and your electronic documents on a mobile device, you will need:

- A mobile device with any of the following operating systems: Android or iOS (iPhone).
- A data plan provided by your wireless carrier.
- To download the mobile application at your respective app store.
- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).
- A printer and/or storage device if you wish to print or retain any electronic documents.

To access Digital Services and your electronic documents on a computer or other device, you will need:

- A computer or other device with a connection to the Internet and capable of sending and receiving e-mail as well as a printer capable of printing copies of the Disclosures for your records.
- A program that can read and store Adobe PDF documents (such as Adobe Reader which can be obtained for free from the Adobe website at www.adobe.com), so you can read, print and store copies of the Disclosures.
- An Internet browser with 128-bit encryption and cookies enabled (such as Chrome, Firefox, Internet Explorer, or Safari).
- An operating system (such as Windows, OS X, Linux, iOS, or Android) that supports all of the above.
- JavaScript must be enabled in order to utilize all printing and quick transfer functionality.

Variant settings or device types may affect presentation.

Withdrawing Consent

You may withdraw your consent to this Agreement at any time. To withdraw your consent to this E-SIGN Agreement after acceptance, please call our Customer Care Center at 1 -866-466-3050. **If you withdraw your consent to this Agreement:**

- You will no longer be able to access Digital Services.
- You will no longer receive the electronic presentment of any Disclosures.

Multiple Access Devices

Your acceptance of this E-SIGN Agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this E-SIGN Agreement on a mobile device, the terms of this E-SIGN Agreement will apply to electronic documents accessed on a traditional computer (or vice versa).

Additionally, by viewing and accepting this E-SIGN Agreement on any Access Device, you are reasonably demonstrating your ability to access and view electronic documents in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view electronic documents on the subsequent Access Device. Continuing your use of the Digital Services on other Access Devices is your reaffirmation of this E-SIGN Agreement

Please contact us if you have difficulties accessing or viewing electronic documents on your selected Access Device.

Acceptance

You will be asked to acknowledge your acceptance of these terms by checking the acceptance box before you are able to continue with your registration for Digital Service(s). In doing so, you are confirming that: you have read and understand and agree to be bound by the terms and conditions described herein; you meet the system requirements described above, and that you have demonstrated your ability to receive, retain, and view electronic documents on your Access Device; and you consent to receive electronic Disclosures. You are also consenting to be immediately enrolled in the electronic presentment of the Disclosures described in this E-Sign Agreement.

Digital Services User Agreement

TERMS AND CONDITIONS

December 2017

INTRODUCTION

This Digital Services User Agreement (“Agreement”) is provided by Home Savings Bank (“Bank”) to govern your use and our provision of electronic banking services (“Digital Services”) to you or to any person authorized by you to access your Account(s). Digital Services include, without limitation, Online Banking and Account Opening, Mobile Deposit and Banking, Home Savings CardControl, and Bill Payment services. Digital Services provided by Home Savings Bank may be additionally governed by other separate agreement(s) you may have with Home Savings Bank, including, but not limited to, your Deposit Account Disclosure, Terms and Conditions of Your Account, any loan agreements, Terms of Use, as may be amended. For certain services offered as part of Home Savings Bank Digital Services, you may be required to agree to additional terms and conditions at the time of enrolment. By using any Digital Services, you agree to be bound by the terms and conditions of this Agreement.

This Agreement may be amended periodically and may include changes from earlier versions. Your continued use of Digital Services after the effective date of a change indicates your agreement and acceptance of the modified terms and your agreement to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the terms, you will not be eligible to use the Digital Services. You may withdraw your consent to this Agreement at any time by unsubscribing all Accounts enrolled in Digital Services pursuant to this Agreement.

We reserve the right to modify or cancel any services or features available through Digital Services or method of accessing them at any time, except as may be required by law. You agree that some or all of the available Digital Services may not be accessible or may have limited utility. Some Digital Services may not be available for certain accounts or customers. We may offer additional Digital Services and features in the future. Any added Digital Service(s) and features will be governed by this Agreement and by any additional terms and conditions provided to you at the time the new Digital Service or feature is added.

If you have any questions, please contact us at our Customer Care Center at 866-466-3050. 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).

DEFINITIONS

The following definitions apply to this Agreement:

- The words “**we,**” “**our,**” and “**us**” mean Home Savings Bank and its affiliates, subsidiaries, successors, and assigns.
- The words “**you**” and “**your**” mean each Account owner and anyone else with access to the Account to perform the transactions or receive the Digital Services covered by this Agreement. If there is more than one owner, then these words mean each Account owner separately, and all Account owners jointly.
- “**Access Device**” means any electronic device you use to access your Account and view electronic documents through the Digital Services. This includes, but is not limited to: a mobile device such as a smartphone or a tablet computer.
- “**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 Website as an “Account” that may be accessed via Digital Services.
- “**Business Days**” include Monday through Friday, excluding Federal holidays. .
- “**Consumer**” means a natural person, who is at least 18 years of age, and does not include a corporation, limited liability company, or other entity.
- “**Mobile Banking**” means the banking services accessible from the Access Device you have registered with Home Savings for Mobile Banking services.
- “**Third Party Service Providers**” means any other third party that we have engaged to provide services in connection with the Digital Services. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the

Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

- **"Password or Passcode"**, means the confidential string of digits used for identification purposes in connection with the use of our Digital 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.

GENERAL TERMS AND CONDITIONS FOR DIGITAL SERVICES

PRIVACY & CONFIDENTIALITY

Protecting your privacy is important to us. We will gather and disclose personal information about you only as allowed by law. All information gathered from you in connection with using the Digital Services will be governed by the provisions of our privacy policy. You should carefully review our privacy policy as published on our website at <https://www.homesavings.com/Privacy-Security.aspx>.

FEEES FOR SERVICES

Some of the Digital Services may have fees associated with them. To determine whether a service charge applies to this Service, please review our Retail Deposit Accounts Disclosure located at www.homesavings.com. Standard wireless carrier fees may apply.

THIRD PARTY SERVICE PROVIDERS

Some of the services within the Digital Services may be provided by third party service providers. The third party service provider may contact you directly in certain circumstances, such as providing you alerts for changes to your accounts or services you may have requested or for collection purposes.

OWNERSHIP OF DIGITAL SERVICES

All content and information connected with the Digital Services are the exclusive property of Home Savings Bank, its licensors, and/or Third Party Service Providers and it is protected by copyrights and other intellectual property rights. You agree that Digital Services is only for the personal use of the individuals authorized to access your Account information. You agree not to make any commercial use of Digital Services. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with the Digital Services.

The trademarks, logos, and service marks displayed in connection with Digital Services are the registered and unregistered trademarks of Home Savings Bank, and/or its Third Party Service Providers. Under no circumstances may you use, copy, imitate, alter, modify or change these trademarks. Nothing contained on, in or otherwise connected with the Digital Services should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of Home Savings Bank, or the third party, which has rights to such trademark, as appropriate.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding Digital Services shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

UNAVAILABILITY OF DIGITAL SERVICES

Digital Services may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider or provider of Internet Software. In the event that a Digital Service or Services are unavailable, you may still alternatively choose to use our branch, customer care center, or ATMs as applicable.

COMPLIANCE WITH LAW

You will use Digital Service(s) for lawful purposes only and in compliance with all applicable laws, rules, and regulations. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

E-MAIL COMMUNICATION

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 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 website at www.homesavings.com.

CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your mobile services provider. You have the ability to update your contact information by contacting us 866-466-3050.

Consent to Receiving Push Notifications and Other Communications

You will need to register your mobile device before we are able to send you push notifications for the mobile services that use push notification messaging (i.e., alerts). By registering your mobile phone number for the

mobile services, you expressly consent to receiving push notification messages related to the mobile services using such functionality. Data rates may apply and you are responsible for any such charges. Message frequency depends on your Account settings and the type of alerts you select to receive. In the event your mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions, contact us.

Even within a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery, including your equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received, that your wireless carrier does not guarantee that alerts will be delivered, and that wireless carriers are not liable for delayed or undelivered messages.

Account Ownership/Accurate Information

You represent that you are the legal owner of the Accounts and other financial information that may be accessed via Digital Services. You represent and agree that all information you provide to us in connection with Digital Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using any Digital Services. You agree not to misrepresent your identity or your Digital Services account information. You agree to keep your Digital Services account information up to date and accurate. You represent that you are an authorized user of the Access Device you will use to access Digital Services.

USER SECURITY

Mobile phones, computers, and other Access Devices with internet capabilities are susceptible to viruses. You are responsible to ensure your Access 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 Digital Services. You agree not to leave your Access Device unattended while logged into Digital Services 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 Access Device, login information, Passwords, or other means to access Digital Services, 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 Digital Services is available for use in locations outside of the United States. Accessing Digital Services from locations outside the United States is at your own risk.

PASSWORDS

Authorized Use of Services by Other Persons. You are responsible for keeping your Password, User ID and Account data confidential. You agree not to give or make available your password or other means to access your Account to any unauthorized individuals. You are liable for all transactions authorized with the use of your Password. 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 Lost or Stolen Password. You agree that if you believe the secrecy of your Password has been lost, stolen, or compromised, or that someone may attempt to use the Digital Services without your consent or has transferred money without your permission, you will notify Bank of that fact immediately, and you will

immediately change your Password. 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).

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 Bank 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 Bank or bring any action against Bank related to its honoring or allowing any actions or transactions that were authorized and/or conducted under your Password.

Please note that we will never contact you (or ask anyone to do so on our behalf), with a request to disclose your Password or other Account information. If you receive any such request from anyone (even if they are using our name and appear to be genuine) then it is likely to be fraudulent and you must not supply your confidential information to them in any circumstances. Please contact us immediately if you suspect fraudulent activity.

USER CONDUCT

You agree not to use Digital Services or the content or information delivered through Digital Services 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 Digital Services 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 Third Party 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 Digital Services; (i) interfere with or disrupt the use of Digital Services by any other user; or (j) use Digital Services in such a manner as to gain unauthorized entry or access to the computer systems of others.

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) Bank, its affiliates, officers, directors, employees, consultants, agents, Third Party 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 Digital Services; (b) your violation of any law or rights of a third party; (c) your use, or use by a third party, of Digital Services.

LIMITATION OF LIABILITY

Disclaimer of Liability. You are responsible for the correct setup of your Access Device. Neither we, nor any of our Third Party 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 Access Device, equipment or other items necessary to operate Digital Services.

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 Third Party Service Providers, 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 Digital Services.

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 Digital Services;
- (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. UNDER NO CIRCUMSTANCES WILL BANK BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY, OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE THE DIGITAL SERVICES, REGARDLESS OF WHETHER BANK HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE. In the event applicable law does not allow the exclusion or limitation of liability, our liability is limited to the extent permitted by applicable law.

DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF DIGITAL SERVICES AND ALL CONTENT AND INFORMATION (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN RISK. ALL DIGITAL SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. NEITHER WE, NOR ANY THIRD PARTY SERVICE PROVIDER, SOFTWARE SUPPLIERS, OR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY THAT YOU WILL HAVE CONTINUOUS OR UNINTERRUPTED ACCESS TO ANY DIGITAL SERVICES OR ITS CONTENT OR FUNCTIONS, OR THAT SUCH FUNCTIONS WILL BE ERROR- FREE, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, 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 Digital Services are free from any computer virus or other software-related problems.

System Failure or Interruption. In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than through the Digital Services to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

UNAUTHORIZED ELECTRONIC TRANSFERS

Your Liability for Unauthorized Transactions. Tell us at once if you believe your login information has been lost, stolen, or used without authorization. If 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 In the 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 1-866-466-3050 during customer service hours; and/or
2. Write us at: Home Savings Bank, Attn: Electronic Operations Department, PO Box 1111, Youngstown, OH, 44501.

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 verbally, 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.

Transactions. You may review your Account balances and a listing of your most recent transactions online. You also may use your home personal computer or other Access Device and printer to print out a copy of your instructions when you use Digital Services 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.

TERMINATION

Your Digital Services remain in effect until terminated by you or us. You may cancel your Digital Service 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 Digital 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. In the event of termination of the Digital Services, you will remain liable for all transactions performed on your account.

We may terminate your participation in any Digital Services for any reason, at any time. We are not obliged to notify you in advance. We will cancel your Digital Service when your Digital Services remains inactive for more than three (3) months or you no longer have any active Accounts with us. Upon termination, you will immediately cease using the Digital Services and you shall promptly remit all unpaid monies due under this Agreement, if any. The Bank may immediately suspend or terminate your access to the Digital Services in the event that the Bank reasonably determines such suspension or termination is necessary in order to protect the Digital Services or the Bank from harm or compromise of integrity, security, reputation or operation or that you are in breach of this Agreement or are otherwise using the Digital Services in a manner inconsistent with the terms of this Agreement or with applicable law.

SURVIVAL

Any provision of this Agreement which by its nature should reasonable be understood to survive termination of this Agreement shall survive termination, including, but not limited to, any limitations of liability, indemnification obligations, governing law, and ownership rights.

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 this Digital Services 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 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.

GENERAL ONLINE BANKING SERVICES

A. 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.

Stop Payments. You and we will abide by the rules and regulations (as established by the Uniform Commercial code or other law) governing Stop Payment Orders. To be effective, we must receive the Stop Payment Order in time to give us a reasonable opportunity to act on it, and before our stop payment cutoff time, if any. Stop Payment Orders are effective for 6 months after the date accepted and will automatically expire after that period unless renewed in writing. If we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees.

Additional Online Banking Terms and Conditions

By directing Home Savings Bank to transfer funds or initiate a payment, you authorize Home Savings Bank to withdraw from the designated account the amount of funds required to complete the assigned transaction. You regard requests for new services, instructions to change existing account information or services, and other communication received via Digital Services as legal endorsements. As such, all correspondence initiated via Digital Services shall command the legal authority of a written request authorized by your signature.

Some transfers and payments made within Digital Services may be made via a check drawn off of your account. You authorize Home Savings Bank or any of its service providers to create such a check to the payee and in the amount you specify using Digital Services. You further authorize Home Savings to honor any items bearing your account number if you have authorized payment or disclosed that account number to any service provider, whether or not you have signed the item.

BILL PAYMENT SERVICE TERMS AND CONDITIONS

If you use Bill Payment services, the following additional terms and conditions apply to you:

Bill Payment is offered as a convenience and supplemental service to our Online Banking Services.

BILL PAYMENT SERVICE DEFINITIONS:

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

"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.

"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.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. PROHIBITED PAYMENTS

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

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

The Bill Payment Service can be terminated in accordance with this Digital Services User Agreement. 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.

N. 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.

O. 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.

P. 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).

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY RELATED TO THE BILL PAYMENT SERVICE.

Mobile Banking Services

If you use Mobile Banking, the following additional terms and conditions apply to you:

Mobile Banking Definitions:

"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.

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 Mobile Banking 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 Bank 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 other agreements. You should review the other agreements carefully, as they may include transactions limitations and fees which might apply to your use of Mobile Banking.

D. 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.

E. Stop Payments. You and we will abide by the rules and regulations (as established by the Uniform Commercial Code or other law) governing Stop Payment Orders. To be effective, we must receive the Stop Payment Order in time to give us a reasonable opportunity to act on it, and before our stop payment cutoff time, if any. Stop Payment Orders are effective for 6 months after the date accepted and will automatically expire after that period unless renewed in writing. If we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages, including attorneys' fees

Money Management & Cashback@Home -- End User License Agreement

In addition to the above content, if you decide to use either Money Management 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 Money Management 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 Money Management 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 Money Management 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 Money Management 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.

Home Savings CardControl.

If you use Home Savings CardControl, the following additional terms and conditions apply to you:

Home Savings CardControl (the “**App**”) for Android and iOS will allow you to access Mobile Services. For purposes of Home Savings CardControl, “Mobile Services” may include mobile balance inquiry; card controls; alerts; locater services; and other mobile transactions as added by Home Savings CardControl, in its sole discretion, from time to time accessible through the App.

These terms and conditions apply to your use of the App and is in addition to any other agreements you may have with us, or other third parties.

A. ELIGIBILITY

To be eligible to register for the App, you must have an Account and be a resident of the United States. You can only register a debit card that you are lawfully entitled to use. Additionally, you must have all of the following:

- A U.S. mobile phone account;

- A compatible mobile phone. The following minimum requirements must be met by your device:
 - A smart phone with the ability to support a downloadable application (e.g. Android or iOS);
 - A current version of the Access Device operating system;
 - Have sufficient memory and data connectivity to support the application;
 - Be configured with the standard internet data connectivity settings for your network operator.
 - Have free space available in your mobile phone, e-mail or service inbox to receive push notifications and e-mail messages.
- Establish and maintain a valid passcode for the App; and
- Maintain a valid e-mail address and phone number within the U.S.

B. REGISTRATION

- You may download the App for Android from the Google Play store (<https://play.google.com/store>), or for iOS from the Apple App Store (<http://store.apple.com/us>). By downloading the App you are accepting the terms of the software license as set out in this Agreement.
- When you first use the App, we will ask you to choose a security passcode, which you will need each time you use the Application. If you forget your passcode, please follow the forgotten passcode instructions on the App.
- Once you have completed your registration details, you will be asked to confirm that the information is correct. It is your responsibility to ensure that your registration is correct before submitting it to us. If you have any problems with your registration, please contact us at 866-466-3050.
- We will use commercially reasonable efforts to ensure that the App will be accessible from Android and iOS phones; however, we do not guarantee that the App will be compatible with every type of mobile phone.

C. YOUR RESPONSIBILITY

Providing Personal Information

You may not be able to use the App if we cannot verify your identity or other necessary information. You agree to provide current and complete information about yourself and you agree not to misrepresent your identity. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made by contacting customer service at 866-466-3050]. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Account or contact information.

Equipment

You are responsible for and must provide all mobile devices, software (other than any software provided by us), and services (such as cellular data service) necessary to access the App. You are also responsible for ensuring that your use of the software applications does not cause you to breach any other agreement to which you are a party (e.g. with your mobile network operator).

Jailbroken or Rooted Devices

For security reasons, we recommended using only "stock" Android and iOS devices. Using "rooted" or "jailbroken" devices may present a security risk and you agree that we are not liable for issues or losses that result from your use of such devices.

D. Right to Cancel

- To cancel use of the App you must: 1) un-manage all enrolled Accounts from the Manage Portfolio screen in the App and 2) confirm the unsubscribe message.
- If you delete the App without first unsubscribing enrolled Accounts, Card Controls that you have designated will remain in effect and transactions could be denied as a result. When you unsubscribe all enrolled Accounts in the App, you will not receive any further messages on registered Accounts, so then you may delete the App from your Access Device.

- You acknowledge that it is your responsibility to delete the App from your Access Device before you dispose of it. If you obtain a new Access Device, you must enroll your Accounts on that Device as well.

E. Location Based Information

If you use any location-based feature of the App (such as an ATM locator) you agree that your geographic location and other personal information (such as your device ID) may be accessed and disclosed through the App or service. You may turn off location based features at any time within the App, but this may impact the functionality and accuracy of the services. If you wish to revoke access to such information you must cease using location-based features of the App or service. Please see our Privacy Policy to learn more about how we use and share your information.

F. MOBILE SOFTWARE LICENSE

Subject to your compliance with this Agreement, you are hereby granted a personal limited license (“License”) to use the App software (“Software”) on your mobile device within the United States.

This License shall be deemed revoked immediately upon:

- Your deletion of the Software from your mobile device;
- Your noncompliance with this Agreement; or
- Written notice to you at any time, with or without cause.

If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your mobile device if you have not already done so.

This License does not amend or supersede any agreements you may have with your mobile service provider. You understand that those agreements may provide for fees, limitations and other restrictions which might impact your use of the Software (for example, your mobile service carrier or provider may impose data usage or text message charges for downloading the Software, receiving or sending text messages, or other use of your mobile device when using the Software), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service provider is responsible for its products and services and it is responsible for the operation, security, functionality or availability of any mobile device or mobile network which you utilize to access the Software.

G. MOBILE SECURITY

As a customer engaging in the mobile services, you have chosen a personal passcode which allows you to access the mobile services. Information you provide in connection with the mobile services will be stored on secure servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access.

Effective security; however, is dependent on your responsible behavior in protecting your Log-in Credentials and controlling access to the devices that you use to access the App. For the purposes of this Agreement, “Log-in Credentials” means your personal ID, password, and any other unique biometric attribute (such as voice print or fingerprint) used to access the App. Please use maximum caution in protecting your personal passcode.

Protecting Your Log-in Credentials

You have chosen a personal ID and password which allows you to access the App. Depending on your mobile device, you may also have the option to use a biometric feature (such as a fingerprint scanner) on your mobile device to authenticate your identity and gain access to the App. If you choose to activate a biometric feature, it is your responsibility to control access to the App just as you would with your personal ID and password. You acknowledge that any person who has a biometric feature stored in your device may be able to access the App.

You are responsible for keeping your Log-in Credentials confidential and you are responsible for ensuring that you have logged out when your session is complete to prevent unauthorized persons from using the App.

If your mobile phone is lost or stolen, you must tell us as soon as is reasonably practicable, and in any case within two business days of the loss or theft. In addition, it is your responsibility to advise your mobile phone provider of the loss or theft of your mobile phone. Until you tell us that any of these things have happened we will continue to provide the Mobile Services to your mobile phone. See the Unauthorized Electronic Transfers section of this Digital Services User Agreement for additional detail.

H. SERVICES AND FEES

Some Mobile Services may or may not be available. The App is normally available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, outages on any mobile phone network or where you are not in an area of mobile coverage. We may withdraw all or a part of the Mobile Services without notice at any time.

We may charge you fees for your use of any of the Mobile Services. Please refer to the terms and conditions governing your Account or contact us for more information.

You are responsible for any and all other fees and charges that may be assessed by your telephone company, wireless carrier, internet service provider, or any other third party provider you may engage.

I. ACCOUNT BALANCE

The App displays balances for Accounts linked to cards managed by the App. If your Account has Overdraft Protection, the displayed balances may include Overdraft Protection funds. Please contact us if you have questions about whether Overdraft Protection funds are included in your balance, as displayed in the App.

J. CARD CONTROLS AND ALERTS

We determine which Card Controls and Alerts are available to you. Please contact us if you have questions about which options are offered within the App.

Introduction to Card Controls

The App will provide you with several card control options for registered Account(s). The most basic card control option is the ability to turn your card “off” or “on”. If a card is turned “off”, all transactions made on the card, other than recurring payments, deposits or credits, will be denied. Additional control preference settings are available through the card control services. The card control services allow two or more shared card users to jointly manage the card control settings.

Enrollment

To use the Mobile Services card controls, at least one Account must be registered. Multiple users can register the same Account. If a user registers or adds a card using a secure token delivered in a “delegate” email invitation, that user will either be a “Primary” user, if full access is granted, or a “Dependent” user, if restricted access is given. A Primary user has access to the full functionality of card controls, whereas a Dependent user will be subject to the control preferences set by the Primary user that delegated the card, except that a Dependent user will be able to turn the card “on” or “off” and the Dependent user can change the control preference for “My Location” settings. Shared card users have shared control settings through which they can control their cards. An alert is sent to other shared card users whenever a user changes control policies for the card.

My Location Control

The App allows you to set control settings for location, region or to block international transactions. When the “My Location” control preference is set, the App will compare the user’s and the merchant’s location to decide whether to approve or deny the transactions. When the “My Region” control is set, in-store transactions made outside the specified region(s) will be denied. Each region is a circular area with a minimum radius of five miles. The App determines the user’s location by assuming that the user will always carry the phone that has been set as “Primary Device” and will use the phone’s location as a proxy for the user’s location. For “My Location” control and alerts policies to work, the user must turn on the device’s “Location Settings” and enable location tracking. For shared cards, the App will track the location of the user who chooses “My Location” last. Exceptions occur when one or more users have also set My Region control in addition to My Location control. In these cases, transactions may still be approved if they fall within the My Regions that have been set by the shared card users.

Maximum Spend Control

This control will allow you to specify a transaction threshold amount above which transactions will be denied. Maximum spend on card is the cumulative spend on all managed cards for the login per month. At the end of every month, the system automatically resets the monthly spend amount to zero. The monthly spend amount is calculated starting from the time you register the card for management with the App. If this is a shared card, the spend on the card for the month may already have value as soon as you complete registration and log in for the first time.

Shared Controls

When card control settings are shared, each user can set up their own separate alert preferences. The user will receive alerts based on the alert preferences set up individually. Two exceptions to this rule are: all users will receive alerts for denied transactions, and all other shared users will receive alerts when one user sets or changes a control preference.

K. Fraud Alerts

You may receive Fraud Alerts. You will receive Fraud Alerts based on our preferences. In order to stop receiving Fraud Alerts, you must unsubscribe fully from the App by: 1) un-managing all enrolled Accounts from the Manage Portfolio screen and 2) then confirming the unsubscribe message. When you unsubscribe, all Alerts will be disabled and you will stop receiving transaction alerts. Subsequently, the user will not be able to login to the App.

Shared User Fraud Alerts

When a user un-manages the shared card or unsubscribes from the App, an alert is sent to all other users who have registered or added the same card if the unsubscribing user is the user who last set "My Location" control.

L. USING THE APP FROM OUTSIDE THE UNITED STATES

The products and services described herein are only offered in jurisdictions where they may be legally offered. Not all services are available in all countries and you understand that the described products and services are intended for customers located in the United States. You also understand that your financial institution is based in the United States, and only accepts U.S. currency.

We do not make any representations that any content or use of the App is appropriate or available for use in locations outside of the United States, and accessing the App from territories where any content or use of the App is illegal is prohibited. **If you choose to access the App from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.**

M. EXPORT CONTROL

You acknowledge that your use of the App is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the App and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer the App except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use the App in any embargoed or sanctioned country such as Iran, North Korea, Sudan, and Syria.

N. DELAY OR SUSPENSION OF SERVICE

Without limiting any other provision of this Agreement, if we or any other Service Provider reasonably believes that your conduct in using the Digital Services constitutes a "**Threatening Condition**" (including but not limited to, violation of this Agreement, violation of any applicable laws, rules, regulations or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any Service Provider, we or any such Service Provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any Service Provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any Service Provider or its systems, equipment, processes, or intellectual property, you agree that we or any other Service Provider may suspend any and all use of the Digital Services without notice.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO DIGITAL SERVICES

GOVERNING LAW

This Agreement is governed by all applicable Federal laws of the United States of America and the laws of the State of Ohio (without regard to any choice of law provisions thereof).

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.

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

*****Acceptance Language:*****

By clicking “agree” you acknowledge that you have read and agree to be bound by the E-Sign Consent Agreement and the Digital Services User Agreement Terms and Conditions.