

MOBILE DEPOSIT SERVICES AGREEMENT

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your mobile device. After you login to Mobile Banking, you may apply for Mobile Deposit.

Your use of the Service is governed by the terms of this Mobile Deposit Services Agreement (the "Agreement") and the Online Banking Agreement (which you may review by visiting www.homesavings.com). If we make changes to this Agreement, we will update the Agreement on our website and we will notify you of changes as specified in the Online Banking Agreement. Your enrollment in, and use of, the Service constitutes your agreement with the terms of the Online Banking Agreement and this Agreement. You acknowledge that you have read this Agreement and will retain a copy for your records. In this Agreement, the terms "you" and "your" refer to you, the person or entity using the Service, and the terms "we," "us," "our," and "Bank" refer to Home Savings Bank.

Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Service Charge. There may be a service charge assessed against your account for each check deposited using the Service. To determine whether a service charge applies to this Service, please review the Deposit Account Disclosure, Terms and Conditions of Your Account, Common Features section located at www.homesavings.com. The service charge, should it apply, will be assessed against the account into which you made the deposit by the following business day. In addition to any service charge assessed for the Service, standard wireless carrier fees may apply.

Eligible items. You agree to scan and deposit only checks (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

Unacceptable Deposits. You understand and agree that you are not permitted to deposit the following items using the Services:

- Any item drawn on your personal account at the Bank.
- Any item that is stamped with a "nonnegotiable" watermark.
- Any item that contains evidence of alteration to the information on the check.
- Any item issued by a financial institution in a foreign country.
- Any item that is incomplete (*i.e.* any item missing a signature or missing a check number).
- Any item that is "stale dated" (dated more than six (6) months prior to the date of deposit).
- Any item that is "postdated" (dated after the date of deposit).
- Any third party check (*i.e.*, any item that is made payable to another party and then endorsed to you by such party).
- Any item that has been redeposited or returned for reasons such as "nonsufficient funds" or "refer to maker" or returned for any other reason.
- Any item that appears to be fraudulent.
- Cash.
- Savings Bonds.

Deposits of this nature may result in the immediate termination of your ability to use the Services.

Requirements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space, within our sole discretion, and such acceptance shall not obligate us to accept similar endorsements in the future. Your endorsement must include your signature and **"For Mobile Deposit"**. **Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.**

A check payable to two payees must be endorsed by both payees. If the check is payable to you or the other individual with whom you share a joint account, either of you can endorse it. If the check is made payable to you and the other individual with whom you share a joint account, both of you must endorse the check for that check to be acceptable for deposit through the Service.

Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Retail Terms and Conditions Disclosure with us and will be subject to all terms of the Retail Terms and Conditions Disclosure. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. **We are not responsible for any image that we do not receive.**

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account using this Service. We will notify you of rejected images.

Funds Availability. The Funds Availability Policy for your checking account as well as the funds availability requirements of Federal Reserve Board Regulation CC ("Reg CC") **do not** apply when you deposit checks through the Mobile Deposit Service.

Funds from deposits made through the Service generally will be available as follows:

- Deposits received prior to 4:00 p.m. local time on a business day¹ will be available at the start² of the next business day. Deposits received after 4:00 p.m. on a business day will be available at the start of the second business day.
- All deposits received on a non-business day will be available at the start of the second business day.

¹**Business Days.** Business day means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 fall on a Sunday, the next Monday is not a business day.

²**Business Hours.** Business hours are defined as business days from 9:00 a.m. to 5:00 p.m.

We may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion. If we decide to delay the availability of your funds for additional days, we will tell you when the funds will be available by emailing you at the email address you have provided to us. We will notify you by the first business day after we receive the deposit.

All deposits are subject to our verification procedures and we may refuse, limit or return your deposits for any reason and will not be liable for doing so even if those actions cause outstanding checks or other debits to your account to be dishonored or returned.

Original checks. After you receive confirmation that we have received an image, you must securely store the original check for 60 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed

from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Any credit to your account for checks deposited using the Service is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- You will review and verify the image for accuracy before you transmit it to us.
- You will not store or make a back-up copy of the image.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit images of valid original checks for deposit and have handled the original checks in accordance with applicable laws, rules and regulations.

Unavailability of Service. Mobile Deposit 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 Mobile Deposit is unavailable, you may still alternatively choose to deposit original checks at our branches or through our ATMs.

Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. Failure to protect your mobile device or other hardware and/or your security credentials may allow an unauthorized party to access the Service and transmit an electronic item for deposit. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND WILL BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR ANY FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS OR MOBILE DEVICE OR HARDWARE RELATED TO THE SERVICE. You will notify us immediately by

telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Digital Insight. and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, software and development made available to you for your use.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight. ("Digital Insight") and Vertifi Software, LLC ("Vertifi"), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to your use of the Services or Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE, INCLUDING THE SERVICE, WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, INCLUDING THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Financial Information. You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Changes to Services. We reserve the right to change the terms of this Agreement at any time at our sole discretion. Changes may include, but are not limited to, the addition, deletion or amendment of any terms. We will notify you of any material changes to the terms by mail and/or email, required by applicable law. Your continued use of the 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 Services. If you do not agree to the changes, of if at any

time you wish to discontinue your use of the Services, follow the terms of the "Termination of the Services" section in this Agreement.

Termination of the Services. You may, by written request, terminate the Service provided for in this Agreement by notifying us in writing at:

Home Savings
275 West Federal St.
Youngstown, Ohio, 44503

We may terminate your use of the Services at any time upon written notice. In the event of termination of the Services, you will remain liable for all transactions performed on your account. Upon termination, you will immediately cease using the 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 Services in the event that the Bank reasonably determines such suspension or termination is necessary in order to protect the 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 Services in a manner inconsistent with the terms of this Agreement or with applicable law.

Entire Agreement; Conflicting Terms. This Agreement forms part of and is incorporated by reference into the Online Banking Agreement. Except as amended by this Agreement, the Online Banking Agreement remains in full force and effect. In the event of any conflict between this Agreement and the Online Banking Agreement or any other agreements, this Agreement shall govern with respect to the Service.