

Mobile Banking Service Agreement

This Mobile Banking Service Agreement, ("Agreement") as amended by HomeTown Bank from time to time, governs your use of HomeTown Bank's Mobile Banking Services ("HTB Mobile"). As used in this Agreement, the words "you", "your" and "I" refer to the user of "HTB Mobile". The words "we", "us", "our" and "Bank", refer to HomeTown Bank. The word "HTB Mobile" refers to any service or services that we provide, and that you subscribe to, enabling you to check balances and history make banking or other financial transactions, and receive account alerts when transfers are made with HomeTown Bank through your "Mobile Device". The term "Mobile Device" means a cellular telephone or similar wireless communication device that is capable of conducting banking transactions at our "HTB Mobile" site through, Wireless Application Protocol (WAP), or other protocols that we select or approve. By clicking "I accept" and/or using "HTB Mobile" you agree to abide by the terms and conditions of this Mobile Banking Service Agreement, in addition to the terms and conditions disclosed in our Online Banking Agreement. This "Agreement" will be governed by and interpreted in accordance with all applicable federal and state laws and regulations.

Description of Services and Mobile Device Requirements

"HTB Mobile" Web is a financial information management service that allows you access to your accounts, view balances and transaction history, initiate transactions and pay bills using compatible and supported mobile devices. When you register for "HTB Mobile", designated accounts and payees linked to your Online Banking account will be accessible. This service requires a web enabled device that supports WAP browsers and whose network allows SSL (Secure Socket Layer) encrypted traffic.

To utilize the "HTB Mobile" Services, you must first enroll in HomeTown Bank Online Banking and then activate your Device within the Online Banking system.

"HTB Mobile" is a free service provided by the Bank. Your wireless carrier may assess fees for internet service or web access. Check with your mobile service provider for details.

The Bank reserves the right to limit the types and number of accounts eligible and the right to refuse any transaction you request through "HTB Mobile". The Bank also reserves the right to modify the Mobile Banking Service at any time.

You may access your accounts through "HTB Mobile", 24 hours a day, seven days a week unless the system is unavailable for necessary system maintenance. Scheduled transfers are processed Monday through Friday at 7:00 p.m. Transfers entered after 7:00 p.m. will be processed the next business day. Any transfers scheduled on a weekend or bank holiday will be processed on the prior day. Your monthly account statement will show your electronic transactions.

"HTB Mobile" Service Availability

We will use reasonable efforts to make "HTB Mobile" available for your use on a continuous basis. We do not guarantee functionality of "HTB Mobile" on all Mobile devices, on all communication networks, in all geographic regions, or at all times. "HTB Mobile" may be temporarily unavailable for regular or emergency maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to "HTB Mobile" may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to promptly re-establish "HTB Mobile" in those instances, but we do not promise "HTB Mobile" will always be available for your use. We may elect to discontinue "HTB Mobile" (or any of the services provided through "HTB Mobile") at any time. If we choose to discontinue "HTB Mobile", we will provide you with reasonable notice.

"HTB Mobile" may not be accessible or may have limited utility over some network carriers. In addition, "HTB Mobile" may not be supported by all Devices. HomeTown Bank cannot guarantee, nor is responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

We make no representation that any content or use of "HTB Mobile" is available for use in locations outside of the United States. Accessing "HTB Mobile" from locations outside of the United States is at your own risk.

In case of a disaster, your "HTB Mobile" service may be suspended in order to allow emergency and responding personnel to use the cellular networks.

Relationship to Other Agreements

You agree that when you use "HTB Mobile", you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT& T, Verizon, Sprint, US Cellular, etc.), and that this "Agreement" does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of "HTB Mobile" (for example, your mobile service provider may impose data usage charges for your use or interaction with "HTB Mobile", or other charges for use of your mobile device when using products or services provided by "HTB Mobile"), and you agree to be solely responsible for all such fees, limitations

and restrictions. You agree that only your mobile service provider is responsible for its products and services and that you're mobile service provider is not the provider of "HTB Mobile". Accordingly, you agree to resolve any problems with your carrier or provider directly without involving HomeTown Bank. You also agree that if you have any problems with "HTB Mobile", you will contact us directly.

Your Obligations-You represent and agree to the following when you enroll and access "HTB Mobile".

Account Ownership/Accurate Information

You represent that you are the legal owner of the Account(s) and other financial information which could be accessed via "HTB Mobile". You represent and agree that all information you provide to us in connection with "HTB Mobile" is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using "HTB Mobile" You agree not to misrepresent your identity or your account information. You agree to keep your account information up-to-date and accurate. You represent that you are an authorized user of the Device you will use to access "HTB Mobile".

Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You should promptly examine your statement upon receipt. If you find that your records and ours disagree, you must contact HomeTown Bank in a timely manner (Refer to the Electronic Funds Transfer Disclosure). Immediately contact your cell phone provider if your phone is lost or stolen so service can be terminated on the lost or stolen phone.

Safeguard Your Online Personal Identification Number (PIN)

The PIN that is used to gain access to "HTB Mobile" should be kept confidential. For your protection, we recommend that you change your mobile banking PIN regularly. We recommend that you memorize this PIN and do not write it down. **Never save your PIN number in a file on your cell phone.** You are responsible for keeping your online banking and "HTB Mobile" PIN, account numbers and other account data confidential. If you believe that your PIN may have been lost or stolen or that someone has used or will use your account without your permission, notify HomeTown at (540) 345-6000.

User Conduct

You agree that you will not to use "HTB Mobile" and the content or information delivered through "HTB Mobile" in any way that would:

- infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the software;
- be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of "HTB Mobile" to impersonate another person or entity;
- 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);
- be false, misleading or inaccurate;
- create liability for the Bank, our affiliates or service providers, or cause the Bank to lose (in whole or in part) the services of any of our service providers;
- be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- potentially be perceived as illegal, offensive or objectionable;
- interfere with or disrupt computer networks connected to "HTB Mobile";
- interfere with or disrupt the use of "HTB Mobile" by any other user; or
- use "HTB Mobile" in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale

You agree that the Service is only for the personal use of individuals authorized to access your account information. You agree not to commercially market "HTB Mobile" or resell, lease, rent or distribute access to "HTB Mobile".

Indemnification

Unless caused by the Bank's intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless HomeTown Bank and its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of "HTB Mobile".

Changes to Fees and Other Terms

HomeTown Bank does not charge a fee for using "HTB Mobile" at this time. In the future, we may add to or enhance the features of "HTB Mobile". By using such added or enhanced features, you agree to pay for them in accordance with HomeTown Bank's fee schedule.

We may change this Service Agreement at any time by sending notice to you either electronically or via US Mail. You may choose to accept or decline the change. By continuing to use any "HTB Mobile" service to which a notice relates, you are deemed to accept the changes relating to that service.

User Name and Password

Your user name and password are defined by you. The password must contain 6 (six) to 8 (eight) characters, and any combination of letters and numbers. You can change your password at any time and we recommend that you change it regularly. If you forget your password, contact HomeTown Bank. If you share your user name and password with others to act on your behalf, you are responsible for all activity performed under your user name and password.

Virus Protection

HomeTown Bank is not responsible for malicious software that you may encounter. We encourage customers to routinely scan their mobile devices using a reliable product to detect and remove malicious software. Undetected or un-repaired malicious software may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the malicious software to other devices.

Damage to Equipment

We are not responsible for interruption of service due to loss of electric power or lack of cellular service nor are we responsible for loss or damage to your mobile device resulting directly or indirectly from the use of "HTB Mobile".

Cancellation

You may cancel your participation in "HTB Mobile" by logging onto your online banking account and deselecting HTB Mobile, or calling us at 540-345-6000. We reserve the right to change or cancel "HTB Mobile" at any time without notice. We may also suspend your access to "HTB Mobile" at any time without notice and for any reason, including but not limited to, your non-use of "HTB Mobile". You agree that we will not be liable to you or any third party for any modification or discontinuance of "HTB Mobile".

Acceptance of This Agreement

By clicking "I accept" when you register for "HTB Mobile" and by using "HTB Mobile", you agree that you have read and agree the terms and conditions of this Mobile Banking Service Agreement.