

## **HTB Mobile Banking Text Service Agreement**

This Mobile Banking Text Service Agreement, ("Agreement") as amended by HomeTown Bank from time to time, governs your use of HomeTown Bank's Mobile Text Banking Services ("HTB Mobile Text"). As used in this Agreement, the words "you", "your" and "I" refer to the user of "HTB Mobile Text". The words "we", "us", "our" and "Bank", refer to HomeTown Bank. The phrase "HTB Mobile Text" refers to any service or services that we provide, and that you subscribe to, enabling you to check account balances and account history with HomeTown Bank through your "Mobile Device". The term "Mobile Device" means a cellular telephone or similar wireless communication device that is capable of receiving (SMS) text messages. By clicking "I accept" and/or using "HTB Mobile Text" you agree to abide by the terms and conditions of this Mobile Banking Text 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 Text" (SMS) allows you to text specific keywords to request basic account information such as account balances and transaction history. This service requires a mobile device that is able to receive SMS text messaging.

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

"HTB Mobile Text" is a free service provided by the Bank. Your wireless carrier may assess fees for text messaging. 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 request through "HTB Mobile Text". The Bank also reserves the right to modify the Mobile Banking Text Service at any time.

You may receive account balance and history information through "HTB Mobile Text", 24 hours a day, seven days a week unless the system is unavailable for necessary system maintenance

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

### **"HTB Mobile Text" Service Availability**

We will use reasonable efforts to make "HTB Mobile Text" available for your use on a continuous basis. We do not guarantee functionality of "HTB Mobile Text" on all Mobile devices, on all communication networks, in all geographic regions, or at all times. "HTB Mobile Text" 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 Text" may be interrupted because of conditions beyond our control, including wireless carrier outages and availability. We will use commercially reasonable efforts to promptly re-establish "HTB Mobile Text" in those instances, but we do not promise "HTB Mobile Text" will always be available for your use. We may elect to discontinue "HTB Mobile Text" (or any of the services provided through "HTB Mobile Text") at any time. If we choose to discontinue "HTB Mobile Text", we will provide you with reasonable notice.

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

In case of a disaster, your "HTB Mobile Text" 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 Text", 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 Text" (for example, your mobile service provider may impose text message charges for your use or interaction with "HTB Mobile Text", 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 your mobile service provider is not the provider of "HTB Mobile Text". 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 Text", you will contact us directly.

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

### **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 Text". You represent and agree that all information you provide to us in connection with "HTB Mobile Text" is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using "HTB Mobile Text". 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 Text".

### **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)**

You are responsible for keeping your online banking PIN, account numbers and other account data confidential. If you believe that your online banking 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.

### **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 Text".

### **Changes to Fees and Other Terms**

HomeTown Bank does not charge a fee for using "HTB Mobile Text" at this time. In the future, we may add to or enhance the features of "HTB Mobile Text". 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 Text" service to which a notice relates, you are deemed to accept the changes relating to that service.

### **Cancellation**

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

### **Acceptance of This Agreement**

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