

Hometown Bank Electronic Services Agreement & Disclosure

Introduction This Online Access Agreement (this "Agreement") contains the terms that govern your use of the Hometown Bank Personal Online Banking. In this Agreement we will use the word "Service" to refer to Personal Online Banking. You may use a Service to access your "Eligible Accounts" through the Internet. You may also use a Service to access a number of Online Financial Services through the Internet. By using a Service to access an Eligible Account or Online Financial Service you are agreeing to the terms of this Agreement. In this Agreement, the words:

- "we," "us," "our" and "Hometown Bank" are used to refer to Hometown Bank;
- "you" or "your" is used to refer to the owner of an Eligible Account or an authorized representative;
- "consumer" is used to refer to a natural person who owns an Eligible Account with respect to which an Online Financial Service is requested primarily for personal, family or household purposes; and
- "authorized representative" is used to refer to a person with authority of any kind with respect to an Eligible Account or an Online Financial Transaction.

Eligible Accounts Each banking product you have with us that you enroll in a Service is called an "Eligible Account". Examples of products that you may elect to enroll as Eligible Accounts include deposit accounts and loan products. Your Eligible Accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each Eligible Account and Online Financial Service will be subject to the following:

- the terms or instructions appearing on a screen when using a Service;
- Hometown Bank's rules, procedures and policies applicable to each Eligible Account and each Online Financial Service;
- the rules and regulations of any funds transfer system used in connection with an Online Financial Service; and
- applicable state and federal laws and regulations.

Access to Eligible Accounts Subject to the terms of this Agreement, you will generally be able to access your Eligible Accounts through the Website seven days a week, 24 hours a day. A transfer completed through a Service before the transfer cutoff time on a business day will be posted to your Eligible Account the same day. All transfers completed after the transfer cutoff time on a business day or on a day that is not a business day, will be posted on the next business day. Every day is a business day except Saturdays, Sundays and federal holidays.

CONSUMER ONLINE BANKING

This automated service enables account holders to manage accounts through Online Banking via the Hometown Bank web site at www.hometownbancorp.com

- You will gain access to Online Banking through the use of your personal computer (or other Internet capable device), via your Internet Service Provider, using your Access ID & Password
- You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for successful operation of Online Banking
- You will only have visibility or access to those accounts on which you are an owner/signer
- Since Health Savings Account Power of Attorney may transact business on the owner's account they will be able to view and access the account online
- Your log in information consists of an initial **Access ID** and **Password**. You will be prompted to change your **Access Id** and **Password IMMEDIATELY**. Your log in ID and password will consist of information known only to you
- In our Online Banking program you may perform the following:
 - **View** posted transactions (time frames will vary)
 - Make **transfers** between your deposit and loan accounts
 - The business day deadline for daily posting is **6:00 PM Central Time**
 - Transactions made on **WEEKENDS** or **BANK HOLIDAYS** are processed on the following business day
 - In accordance with federal regulations, you may make no more than 6 (six) preauthorized, automatic or telephone transfers per month from each of your savings and money market deposit accounts. Excess transactions may require a restructuring of your account. These transactions include:
 - Online Banking transfers out of the account
 - Pre-authorized debits (ACH)
 - Bank-by-Phone debits
 - **Export transaction history** to financial software
- For your protection, your Online Banking access will be disabled if you have not accessed it within a 6 month period

At certain times, a Service may not be available due to system maintenance or circumstances beyond our control.

Electronic Mail (E-mail) One way of communicating with us is by sending an E-mail. A Guest Book section is accessible through the "Contact Us" section of our website for you to ask general questions about your account(s) or give comments about the service. To

ensure the security of your Eligible Account information, we recommend that you do NOT use the Guest Book when asking specific questions about your Eligible Account(s). You cannot use E-mail to initiate transactions on your Eligible Accounts. For transactions, please use the appropriate functions within Service the after signing on with your password/code. If you send us an E-mail, we will be deemed to have received it on the following business day.

Any electronic mail sent to you by us shall be considered received within three (3) days of date sent by us, regardless of whether or not you have checked your email.

eSTATEMENTS

You can receive your periodic **deposit and loan** account statements more quickly and with greater security by using Hometown bank's eStatement service.

- Account statements will be delivered to your Online Banking Account Documents
- **Notify us if your preferred email address** changes or update your email address within your Online Banking account under the Options button.
- You are responsible for obtaining, installing, maintaining and operating all computer hardware and software necessary for receiving eStatements
- You may need to adjust your security settings or spam filters to avoid having your eStatement notification sent to a junk mail folder
- Notify us if you fail to receive your eStatement
- If your eStatement is returned as undeliverable, we will attempt to resend it or contact you to correct the email address
- If we are unable to reach you, we **will send** your statement to you **via U.S. Mail** to your address on file, as required by bank regulations
- You may request additional recipients for your eStatements by written request

Online Bill Payment Services An Online Bill Payment service is available for consumer checking account customers. A separate disclosure and authorization for this service is required. Please contact us if you would like to enroll in this service. Refer to our Fee Schedule for applicable charges.

Linked Eligible Accounts Eligible Accounts that are linked together will appear together. This means, for example, that when an authorized representative of an Eligible Account accesses the Service that authorized representative will be able to view and access at a single time for any consumer accounts for which the person is a co-owner or authorized signer.

Electronic Fund Transfer Provisions For Consumers APPLICABILITY. The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). We may, when applicable, rely on any exceptions to the provisions in this section that are contained in Regulation E. All terms not otherwise defined in this Agreement which are defined in Regulation E will have the same meaning when used in this section. **Please refer to the Electronic Funds Transfer notice regarding your rights and responsibilities regarding error resolution and customer liabilities.**

TELEPHONE NUMBER AND ADDRESSES. The telephone number and address of the person or office to be notified when you believe that an unauthorized EFT has been or may be made are:

- 1-877-922-1790 (toll free) Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding federal holidays.
- Hometown Bank Operations 80 S. Sheboygan Street, Fond du Lac, WI, 54935
- You can send an E-mail to the Hometown Online Customer Service area by filling out the appropriate E-mail form in Guest. We strongly recommend that you do NOT E-mail any specific, sensitive account information through the E-mail to us.

Security You will be given a password/code that will give you access to your Eligible Accounts through the Service. This password/code must be changed within the Service. We are entitled to act on instructions received under your password/code. For security purposes, it is recommended that you memorize the password/code and do not write it down.

- **Do not share your Access ID or Passwords** with others. Hometown Bank is not liable for unauthorized access via your Access ID and password, or personal computer if you share that information with others.
- Please maintain adequate procedures to **prevent unauthorized access to your personal computer**
 - If your password is compromised, lost, or stolen please contact us immediately.
 - You are required to **change your password every six (6) months.**
- For your protection and in accordance with Federal Regulations, **you must establish certain security questions and answers** to prevent unauthorized access (Multi-Factor Authentication)
- **You are responsible for** obtaining, installing, maintaining and operating all computer **hardware and software** necessary for Online Banking, Online Bill Payment, and eStatements
- To ensure against unauthorized access to your services, we will ask personal identifying information prior to resetting Passwords, Access IDs, or Multi-factor Authentication questions

Liability A. OUR LIABILITY. Our liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your Eligible Accounts and Online Financial Services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your Eligible Accounts or Online Financial Services through the Service. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Online Finance Services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Online Financial Services.

IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

Additionally, we will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to complete a transaction, your account is inactive or closed, or the transaction amount would exceed the credit limit on your line of credit.
- If you used the wrong Access Code or you have not properly followed any applicable computer, Internet, or bank user instructions for making transfer transactions.
- If your computer fails or malfunctions or the Internet Banking service was not properly working and such a problem would have been apparent when you attempted such transaction.
- If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular creditor and a fee, penalty or interest is assessed against you.
- If circumstances beyond our control (such as fire, flood, telecommunications outages or strikes, equipment or power failure) prevent the transaction.
- If the funds in your account are subject to legal process or other claim, or if your account is frozen because of a delinquent loan, overdrawn account or suspected fraud.

If your online banking password has been lost or stolen or in the event of unauthorized access to any of your accounts, **contact us immediately**. If you contact us within **two business days** after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your password without permission. If you do NOT telephone or write us within two business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password had you told us, you could lose as much as \$500.00.

You must promptly review your electronic statement and accompanying items. You have **60 days** from the date of mailing or e-mailing of your statement to notify us of any errors. If we are unable to recover lost funds due to your failure to notify us within 60 days, then your failure to notify us may result in your inability to recover those lost funds. We may extend this time period if it determines that there were reasonable extenuating circumstances causing your delay (i.e. an extended hospital stay or long trip).

If you allow someone other than you to review your statements, you are still obligated to review the statement for any errors, unauthorized or omitted signatures, alterations or other irregularities. You are responsible for any wrongful act of your employees and agents. The time period within which you must notify us begins on the day the statement is emailed to you, regardless of when you open or receive the statement.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant Online Financial Service or Eligible Account;
- we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor for our or your protection.

B. INDEMNIFICATION. Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Eligible Account, if you are an owner of an Eligible Account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an Eligible Account or the performance of an Online Financial Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your authorized representative.

C. THIRD PARTIES. Except as specifically provided in this Agreement or where applicable law requires a different result, neither we

nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Financial Services through the Service.

General Provisions A. TERMINATION. Unless otherwise required by applicable law, we may terminate this Agreement and/or your access to any Online Financial Service through the Service, in whole or in part, at any time.

Access to the Online Financial Services through the Service, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of an Online Financial Service by calling us at 1-877-922-1790.

CONTACT US

In the event of any of the following, please contact us:

- Lost or stolen password
- Forgotten Online Banking password (a reminder link is available online)
- Unauthorized access into your account or statements
- Change of email address
- Errors or questions regarding these services
- If you notice unauthorized transfers or transactions on your account
- You fail to receive your eStatement within a reasonable time
- You wish to cancel your Online Banking, Online Bill Pay or eStatement service

B. CHANGES. Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement from time to time and at any time. When changes are made we will update this Agreement at the Website. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You may choose to accept or decline changes by continuing or discontinuing use of the Service.

C. NOTICES. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT ELECTRONICALLY TO YOUR INTERNET ADDRESS AS REFLECTED IN OUR CURRENT RECORDS.

D. SHARING YOUR INFORMATION. The circumstances under which we will disclose information about you, your Eligible Accounts, or your Online Financial Services is set forth in our Privacy Policy, found elsewhere within our Website.

Fees A. THE SERVICE. There are no monthly or transaction fees for accessing the Online Financial Services. Fees separately disclosed to you in connection with an Eligible Account or Online Financial Service continue to apply when using the Service. Please refer to our fee schedule.

B. COMMUNICATIONS CHARGES. You will be responsible for any telephone or other internet service provider charges that you incur by using the Service.