

HomePride Bank

Mobile Banking Service Agreement and Disclosure

This Mobile Service Agreement and Disclosure (“Agreement”), (“Mobile Agreement”) describes your rights and obligations as a user of HomePride Bank’s mobile service known as **My HomePride Mobile**. It also describes the rights and obligations of HomePride Bank (“Bank”), (“the Bank”). Please read this agreement carefully. By requesting and using this service, you agree to comply with the terms and conditions found in this Agreement. In addition, except as modified in this Mobile Agreement, you agree to be bound by and comply with all of the terms, conditions, and notices of your Online Banking Agreement and other agreements applicable to the accounts you access using **My HomePride Mobile** (“Mobile Service”), (“the Service”). Your use of the Mobile Service is your acknowledgement that you have received these agreements and intend to be bound by them. Further details regarding bank policy, your accounts, and the rules and regulations that govern them may be found in the Account Disclosure that was provided to you when you opened your deposit account(s). Details regarding service charges and service fees may be found in the Account Agreement you signed when opening your account. You may request a replacement copy of the Account Agreement or the Account Disclosure from your local branch bank.

SERVICES

My HomePride Mobile is offered as a convenience and supplemental service to **My HomePride Online**. It is not intended to replace access to banking online from your personal computer or other methods you may use for managing your accounts with the Bank. The Mobile Service is available through browser-based banking, a mobile banking app, and a text banking service. You acknowledge and agree that the Mobile Service may be provided by an independent third party service provider (“Vendor”) as selected by Bank, and that both the Vendor and the Mobile Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or the Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other. Mobile Service may not be accessible over some network carriers. In addition, the Mobile Service may not be supportable for all devices. The Bank cannot guarantee, and is not responsible for the availability of data services provided by your carrier. We may offer additional Mobile Services and features in the future. Any added Mobile Services and features will be governed by this Mobile Agreement and by any agreement(s) provided to you at the time the new service or feature is added or, if applicable, at the time of enrollment for the new feature or service. Access to and use of the Mobile Service is subject to all applicable federal, state, and local laws and regulations.

MOBILE ACCESS

The Mobile Service allows you to use your mobile device and your existing Online Banking ID and Password (“Credentials”) to access your account information. With the Service, you may view transaction history and account balances and receive account alerts. You may also transfer funds between accounts held at HomePride Bank and owned by you. Accounts eligible for transfers are checking, savings, and money market accounts. (Federal regulations require us to limit the number of certain types of transfers **from** savings and money market accounts. You are limited to six (6) preauthorized electronic transfers per calendar month. Each fund transfer through the Mobile Service **from** your savings or money market deposit account is counted as one of the six (6) transfers permitted. Payments made to your loan accounts from savings or checking are not included in the count. Fees may be assessed for transfers exceeding the limit. Please contact us for more information.) You may also transfer funds to make regular loan payments. In addition, the Mobile Service may be used to pay bills to payees established through the Online Service. Access to our text banking service allows you to make balance inquiries and view transaction history. You must maintain a current mobile phone number to receive your text messages. (Text messages are sent to you without being encrypted thus you assume all the risk associated with third party interception.) You may not transfer to or from accounts at other financial institutions or originate or receive wire transfers through the Mobile Service. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the

transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply. The Bank, as it may determine at any time, in its sole discretion, may deny account access, restrict account transactions, or place limits on the specific dollar amount of funds that may be transferred between in-house accounts

TRANSACTION POSTING

For determining the posting of your transactions, every day is a business day except for Saturday, Sunday, Federal holidays, or occasions when we are unable to open the bank due to inclement weather or emergencies. If you generate a mobile transaction, i.e., transfers or payments, before 3:00 p.m. on a business day that we are open as noted above, your transaction will be posted on that business day. However, mobile transactions generated after 3:00 p.m. or on a day that we are not open as noted above, will be posted on the next business day that we are open. Business days begin at 9:00 a.m.

BILL PAY

If you are enrolled in our Online Bill Pay Service, you can use the Mobile Service to initiate one-time bill payments, which will be processed at the next standard processing time, unless the payment is established through the mobile app which allows a future date to be selected. A confirmation message and number will be displayed after the bill payment is complete. New payees must be set up through the Online Bill Pay Service. A new payee cannot be set up through the Mobile Service. The Bank reserves the right to decline to make payments to certain persons and entities. You agree that any payment for taxes, payments that are court-ordered, government payments and payments outside of the United States are prohibited and you agree that you will not attempt to use the Mobile Service to make these types of payments.

ALERTS

If you set alerts on your account, you may view the alerts with the Mobile Service. New alerts must be set up through the use of the Online Service. You cannot set up alerts using the Mobile Service.

ENROLLMENT

To use the Mobile Service, you must have an open account at the Bank, be enrolled in ***My HomePride Online*** and have a compatible Mobile Device. During the enrollment process, you will have to indicate what account(s) you want to view with the Mobile Service and, if you want to receive text confirmations, enter your mobile phone number and wireless provider information. The text banking service requires you to provide a mobile phone number and provider information. After you accept the Terms and Conditions and click "Confirm", you will receive a SMS Text Message to your Mobile Device acknowledging that you have enrolled in the text banking service and/or browser/app service, if you opted to do so. After you receive the SMS Text Message, you will be provided with further instructions on how to receive account balance and history information using the text banking service. You will have to have your Online Banking ID and Password to login to the Online or Mobile Service. You will continue to use your online Credentials each time you access the Mobile Service.

DORMANT ACTIVITY

After 60 days of inactivity or non-use of the Mobile Service, you will be un-enrolled from the Service by the bank. You will retain access to your ***My HomePride Online*** account. To regain access to the Mobile Service, you will have to re-enroll in the Service.

SECURITY PROCEDURES

The use of your Online Banking Credentials with your Mobile Device is a security procedure established by the Bank to authenticate the identity of the person attempting to gain access to the Service. We may require you to change your Credentials from time to time for security reasons. You should keep your Credentials in a secure location. Any person having access to them will be able to access these Services and perform transactions, review account information, and use the Bill Pay Service. **You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Mobile Service. You are responsible for safeguarding your Online ID, Password and Mobile Device. If you permit other persons to use your Online ID, Password, Device or any other means to access the Mobile Service, you will be held responsible for any transactions they authorize and we will not be liable for any damages or loss resulting to you.** You agree to notify us immediately if you believe that your Credentials and/or Device has been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you new Credentials or establish new security procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree that the initiation of a transaction using your Credentials constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Credentials will be considered the same as your written signature in authorizing us to execute such transaction. You agree to comply with the security procedures the Bank directs you to use, and you acknowledge and agree that including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with the Online/Mobile Services constitute commercially reasonable security procedures under applicable law for the initiation of transfers and access to confidential customer information. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of your Credentials whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the security procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error. We reserve the right to modify, amend, supplement, or cancel any or all security procedures at any time and, from time to time, in our discretion. We will endeavor to give you reasonable notice of any change; we may make changes without advance notice to you if we, in our judgment and discretion, believe such changes to be necessary to protect the security of our systems and assets. Your implementation and use of security procedures after any change will constitute your agreement to the change and your agreement that the applicable security procedures, as changed, are commercially reasonable and adequate for the purposes intended.

PHYSICAL AND ELECTRONIC SECURITY

The Mobile Banking Service is similar to Online banking on a personal computer, there are security risks associated with the use of the Service. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code. We will provide you with notice if your information is the subject of a security breach as required by applicable law. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail and/or text messaging fraud and other internet frauds and schemes. The Bank will never contact you by e-mail or text message in order to ask for or to verify account numbers, Credentials, or any sensitive or confidential information, and will never provide links to websites in e-mails or text messages that the Bank transmits to you. To the extent allowed by law, you agree that

the Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, text message or internet fraud.

AVAILABILITY OF SERVICE

We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service. If you have questions about the Service or your electronic transactions, Account Representatives will be available to assist at branch locations from the hours of 8:30 a.m. to 4:30 p.m. Monday through Friday or 8:30 to noon on Saturdays, excluding holidays. Branch locations and phone numbers are available on www.homepridebank.com.

FEES

There is no fee or charge assessed by us for you to register for or access the Mobile Banking Service. However, we may assess fees or charges in the future; you will receive notice of such fees or charges, as required by law. **You may incur charges or fees from your wireless carrier to receive Internet service on your Mobile Device. You may also incur charges or fees from your wireless carrier when sending and receiving text messages. You are responsible to your wireless carrier for any such charges or fees. Please consult your wireless plan or provider for details.**

PRIVACY

The Bank is committed to protecting your privacy. All information gathered from you in connection with using the Mobile Banking Service will be governed by the provisions of the Bank's Privacy Policy.

FORCE MAJEURE

The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

INDEMNIFICATION

In addition to the indemnification and liability provisions contained elsewhere in this Agreement, the following provisions apply: You agree to indemnify, defend, and hold Bank and our affiliates, officers, directors, employees, consultants, agents, Mobile Banking Service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees) arising from damages that result from misuse or loss of your mobile device or misuse of the Mobile Service. You will be liable for, hold

harmless, and will indemnify Bank, and its employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any services performed in connection with this Agreement; (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of you or Authorized User; and (iii) your breach of any agreements, disclosures, responsibilities, representations or warranties under this Agreement, and/or your breach of applicable laws, rules or regulations.

PROGRAM REVISIONS

We may, from time to time, revise or update, or perform maintenance upon our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.

TERMINATION

This Agreement will be in effect from the date your registration is submitted by you and accepted by Bank and at all times while you are using the Mobile Banking Service. Either you or Bank may terminate this Agreement and your use of the Service or any product within the Service at any time with or without notice. All applicable provisions of this Agreement shall survive termination by either you or Bank.