

## **ONLINE BANKING DISCLOSURE**

Welcome to Home Savings Bank's Online Banking

To apply for on-line Banking, you must visit our Bank in person. The application at the end of this disclosure may be completed prior to coming to our Bank to expedite the process. A teller will issue a temporary login Access ID and a password that will be used to login to our website (homesavingschanute.com). You will then be prompted to change both numbers. If you have any questions please call (620) 431-1100.

### **Online Banking Service Agreement and Disclosure Statement Terms and Conditions**

This Agreement describes your rights and obligations as a user of the Retail Internet Banking Service ("Service"). It also describes the rights and obligations of Home Savings Bank. Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this Agreement, and those provided to you at account opening, in order to use this Service.

### **CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

By selecting the "I Accept" button below you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with Home Savings Bank for the provision of certain On-line Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the service, either now or in the future, may be in electronic format.

You are also acknowledging receipt of the following information and agree that:

We may provide you with the Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the Service.

We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Service, electronically as a part of the Agreement or otherwise as a part of the Service. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we will also provide these documents in person, as well as electronically.

You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the Information are provided in person and in electronic format, your withdrawal of consent will terminate the Service.

If you wish to withdraw consent to receive information electronically, to terminate the Service, or to update your information such as an email address, you may call Home Savings Bank at (620) 431-1100, or write a letter and send it to:

Home Savings Bank  
PO Box 467  
Chanute, KS 66720

For address changes you must come into the bank at 214 N. Lincoln, Chanute, KS 66720.

### **VIRUS PROTECTION**

You agree that Home Savings Bank is not responsible for any electronic virus that you may encounter using Online Banking. Routinely scan your PC and diskette using any reliable virus protection product to detect and remove any viruses found.

## **DEFINITIONS**

The following definitions apply to this Agreement.

“On-line Banking” is the Internet-based service providing access to your account(s) under the terms set forth in this Internet Banking Terms and Conditions Agreement.

“On-line Account” is a Home Savings Bank account from which you will be conducting transactions using the Service.

“Business Day” refers to Monday through Thursday, 8:00 a.m. to 5:00 p.m. and Friday 8:00 a.m. to 6:00 p.m., excluding holidays as determined by Home Savings Bank. All On-line transaction requests received after the Business Day, or on a non-business day, will be processed immediately, but will not post to accounts until the following Business Day after checks processed during nightly processing.

“Password” is a series of number and/or letters that you select after the initial sign-on that establishes your connections to the Service. Home Savings Bank will provide you with an Access ID and Password for use during the initial sign-on process.

“Time of Day” references are to Central Standard Time”

“We”, “us”, “our” or “Home Savings Bank” refer to Home Savings Bank, which offers the Service provided under this Agreement and holds the accounts accessed by the Service.

## **ACCESS TO SERVICES**

Home Savings Bank will provide instructions describing how to use the On-line Banking Service. To gain access to this Service you will need your Access ID and Password.

## **HOURS OF OPERATION**

The Service is generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods, which are scheduled between 11:00 pm CT Wednesday to 5:00 am CT Thursday, and 11:00 pm CT Sunday to 5:00 am CT Monday.

## **USE OF YOUR SECURITY PASSWORD**

The safety of our customers’ accounts and account information is of paramount importance to Home Savings Bank. We go through great lengths to protect confidentiality and the security of your account, and urge you to do the same. You agree not to allow anyone to gain access to the Service or to let anyone know your Password used with the Service. You agree to assume responsibility for all transactions initiated through the Service with your Home Savings Bank User-ID, up to the limits allowed by applicable law. While Home Savings Bank continues to provide our customers with the level of on-line security we believe necessary and appropriate, customers who share their User-IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No Home Savings Bank employee will ever call and ask for you Access ID or User Password.

## **IF YOUR PASSWORD HAS BEEN LOST OR STOLEN**

If your Password has been lost or stolen, call Home Savings Bank immediately at (620) 431-1100, between Monday-Thursday 8:00 am – 5:00 pm and Friday 8:00 am – 6:00 pm. Telephoning Home Savings Bank is the best way of minimizing your losses. You may also restore the security of your Service by immediately changing your Password. If you believe your Password has been lost or stolen and you notify 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 to conduct unauthorized electronic funds transfers without your permission. If you do NOT notify 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 to conduct unauthorized electronic funds transfers without your permission if you had told us, you could lose as much as \$500.00.

## **BANKING TRANSACTIONS WITH ON-LINE BANKING**

In addition to viewing account information, you may use On-line Banking to conduct the following transactions:

- Transfer funds among your linked checking, savings, money market, and loan accounts.  
**NOTE:** Because regulations require Home Savings Bank to limit pre-authorized transfers (including On-line Banking transfers), the following limitations apply:
  - Passbook Savings Account – You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer, or by telephone or On-line Banking.
  - Money Market Account – You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer or by telephone or On-line Banking, and no more than three (3) of these may be by check, draft or debit card.

New services may be introduced for On-line Banking from time to time. Home Savings Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

## **AVAILABILITY**

Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction. If your account does not have sufficient funds to complete a transfer, the transfer will not be completed.

## **STATEMENTS**

You will continue to receive your regularly account statement monthly based on your account type.

## **IF YOUR STATEMENT SHOWS TRANSFERS THAT YOU DID NOT MAKE**

If your statement shows transfers that you did not make, notify Home Savings Bank immediately at (620) 431-1100, come into the bank at 214 N. Lincoln, Chanute, KS 66720 or write a letter and send it to: PO Box 467 Chanute, KS 66720.

If you do not notify Home Savings Bank within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would have been lost if Home Savings Bank had been notified in time.

## **ERRORS AND QUESTIONS**

In case of errors or questions regarding an On-line Banking transaction, you may call Home Savings Bank at (620) 431-1100, write a letter and send to PO Box 467, Chanute, KS 66720, or come into the bank at 214 N. Lincoln, Chanute, KS 66720.

We must hear from you at the specified telephone number or address no later than sixty (60) calendar days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name and account number
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error
- The date on which it occurred

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) Business Days from your initial contact. We will notify you with the results of the investigation within ten (10) Business Days after you contact us and will correct any error promptly. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) calendar days to investigate a complaint or questions. If this occurs, we will credit your account within ten (10) Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) Business Days from your original contact, we may not credit your account until the investigation is completed.

If your notice of error concerns a transaction that occurred during the first thirty (30) days after the first deposit to the account was made, the applicable time periods are twenty (20) Business Days in place of ten (10) Business Days and ninety (90) calendar days in place of forty-five (45) calendar days.

If we determine that no error occurred, we will send you a written notice within three (3) Business Days. You may request copies of the documents that were used in the investigation.

You agree that Home Savings Bank may respond to you by e-mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by Home Savings Bank shall be considered received within three (3) Business Days of the date sent by Home Savings Bank, regardless of whether or not you sign on to the Service within that time frame.

**Home Savings Bank**  
**Business Days:** Monday through Thursday 8:00 am to 5:00 pm  
Friday 8:00 am to 6:00 pm

### **LIMIT OF HOME SAVINGS BANK'S RESPONSIBILITY**

Home Savings Bank agrees to make reasonable efforts to ensure full performance of On-line Banking. Home Savings Bank will be responsible for acting only on those instructions sent through On-line Banking which are actually received, and cannot assume responsibility for circumstances over which the bank has no direct control. This includes but not limited to, the failure of malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. Home Savings Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from Home Savings Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Home Savings Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

Home Savings Bank is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing On-line Banking. Home Savings Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of Home Savings Bank's liability shall be as expressly set forth herein. Under no circumstances will Home Savings Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Service, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

### **HOME SAVINGS BANK'S RESPONSIBILITY**

Home Savings Bank will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested.
- Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of Home Savings Bank, you do not have enough money in your account to make the transfer.
- Through no fault of Home Savings Bank, the transaction would have caused you to exceed your available credit.
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer

- Your transfer authorization terminates by operation of law
- You believe someone has accessed your accounts without your permission and you fail to notify Home Savings Bank immediately.
- You have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the Payee refuses the Service.
- For the failure of any payee to correctly account for or credit the payment in a timely manner
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer
- For changes to the payee's address or account number (unless you have advised us of the change within three (3) Business Days in advance)
- We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

## **ELECTRONIC MAIL**

If you send Home Savings Bank an electronic mail message through the Service, Home Savings Bank will be deemed to have received it on the following Business Day. Emails will be answered within a reasonable timeframe.

You should not rely on electronic mail if you need to communicate with Home Savings Bank immediately (e.g., if you need to report an unauthorized transaction from one your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that Home Savings Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Home Savings Bank shall be considered received within three (3) days of the date sent by Home Savings Bank, regardless of whether or not you sign on to the Service within that timeframe.

## **OTHER AGREEMENTS**

In addition to this Agreement, you and Home Savings Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your On-line Accounts. Your use of the On-line banking service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Home Savings Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in those disclosures. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

## **MODIFICAITONS TO THIS AGREEMENT**

Home Savings Bank may modify the terms and conditions applicable to the Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Service in whole or in part at any time without prior notice.

## **DISCLOSURE OF INFORMATION TO THIRD PARTIES/PRIVACY POLICY**

A copy of Home Savings Bank's Privacy Statement is available upon request at **214 N. Lincoln, Chanute, KS 66720**, or can be mailed to you upon request by calling Home Savings Bank at **(620) 431-1100**, or writing a letter and sending it to **Home Savings Bank, PO Box 467, Chanute, KS 66720**.

You can also access our Policy online by clicking on the Privacy Policy icon on the Home Savings Bank website.

## **INACTIVITY/TERMINATION**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your On-line Banking privileges under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180 day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transactions through the Service.

To cancel On-line Banking Service you must notify Home Savings Bank. Your notification should include your name, address and the effective date to stop the service. You may notify Home Savings Bank by one of the following methods:

- By initiating a customer inquiry through our website
- By calling (620) 431-1100
- By writing a letter and sending it to: Home Savings Bank, PO Box 467, Chanute, KS 66720
- By stopping by the bank at 214 N. Lincoln, Chanute, KS 66720

## **GOVERNING LAW**

This Agreement is governed by the laws of the State of Kansas and applicable federal law(s).

## **DIRECT DEPOSITS AND PRE-AUTHORIZED WITHDRAWALS – YOUR RIGHTS AND RESPONSIBILITIES**

Among the services Home Savings Bank offers are direct deposits to your account of certain recurring payments to your account and preauthorized transactions from your account for certain items. If you have not arranged for these services, some of the disclosures do not apply to you. **Keep this notice for future reference.**

## **TYPES OF TRANSFERS AND LIMITATIONS**

You have arranged for us to accept certain direct deposits and/or accept certain pre-authorized transactions from your account. Transfers from a money market deposit account or a savings account to another account or to a third party by pre-authorized, automatic, telephone transfer, or Internet transfer are limited to six (6) per month or statement cycle with no more than three (3) by check, electronic check, debit card, or similar order to third parties.

## **RIGHT TO DOCUMENTATION OF TRANSFERS**

### **Direct Deposits**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed above to find out whether or not the deposit has been made.

### **Periodic Statements**

You will receive a monthly account statement.

## **STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS**

### **Right to Stop Payment and Procedures for Doing So**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (620) 431-1100 or write us at PO Box 467, Chanute, KS 66720 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and to get it to us within 14 days after you call.

### **Notice of Varying Amounts**

If these regular payments may vary, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

### **Liability for Failure to Stop Payment of a Preauthorization**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will NOT be liable, for instance: If, through no fault of ours, you do not have enough money in your account to make the transfer; or, if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you.

## **DISCLOSURE of ACCOUNT INFORMATION to THIRD PARTIES**

We will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for completing transfers, (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.

## **UNAUTHORIZED TRANSFERS**

**Liability Disclosure.** If your statement shows transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Address and telephone number:** If you believe that someone has transferred or may transfer money from your account without your permission, call us at (620) 431-1100 or write to us at PO Box 467, Chanute, KS 66720.

## **ERROR RESOLUTION**

In case of errors or questions about your electronic transfers, call or write us at the address or phone number above as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error problem occurred.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or questions in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (20 business days if the transfer was foreign initiated) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer was foreign initiated) to investigate your complaint or questions. If we decide to do this, we will re-credit your account with 10 business days (20 business days if the transfer was foreign initiated) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

**HOME SAVINGS BANK  
APPLICATION FOR ONLINE BANKING**

Please fill out the section below. You must be an owner of an account in order to have access to the account through Online Banking.

Name \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ SS # \_\_\_\_\_  
\_\_\_\_\_ E-mail \_\_\_\_\_

Please enter a Security Question that only you know the answer to, (ex: Grade School attended, mother's maiden name, etc....). Enter the answer to your security question. We will keep this information on file as an additional means of identifying you over the phone if you lose your password or have another problem with the service.

\_\_\_\_\_  
Security Question Security Answer

By signing below, I agree to all the terms and conditions set forth in the Home Savings Bank Online Banking Agreement, of which I have received a copy.

\_\_\_\_\_  
Signature Date

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**Internal Use Only:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Verified (Y/N): \_\_\_\_\_ Date: \_\_\_\_\_

Access Granted (Y/N): \_\_\_\_\_ by \_\_\_\_\_

First Time Password & ID Given (Y/N): \_\_\_\_\_