

Terms and Conditions for Mobile Banking

Terms and Conditions.

You agree to defend, hold harmless and indemnify Financial Institution, and any director, officer, employee, agent, attorney, insurer, parent, subsidiary and/or affiliate thereof from any and all costs, expenses, losses, liabilities, fees (including attorney's fees), damages, awards, and/or claims arising from any allegation, averment, assertion, claim, action or cause of loss, damage, harm or injury resulting from, or associated with, your use of Services. Moreover, upon any breach or default by you hereof, you agree, in addition to any other right or remedy available to Financial Institution, to pay to and reimburse Financial Institution for any and all costs, expenses and fees, including attorney's fees, incurred by Financial Institution due to, arising from, or a result of, said breach, breaches or default.

Appendix A: Terms and Conditions.

Thank you for using the Mobiliti Services ("Services") and any related Software ("Software") provided by Hickory Point Bank & Trust, fsb ("Financial Institution") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

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- a. Program: Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.
- b. Questions: You can contact us at online@hickorypointbank.com, 217.872.7591 or 866.242.6262, or send a text message with the word "HELP" to this number: 96924. We can answer any questions you have about the program.
- c. To Stop the Program: To stop messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 96924. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- d. The Services and/or Software may not be available at any time for any reason out of the reasonable control of Financial Institution or any service provider.

Privacy and User Information.

You acknowledge that in connection with your use of Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services of Software (collectively "User Information"). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the Information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use.

You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming

Terms and Conditions for Mobile Banking, continued

routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or the facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

Mobile Deposit.

Hickory Point Bank offers Mobile Deposit as a simple way to deposit a check into your Hickory Point Bank account by using your mobile device. This is available to users with an iPhone or Android and the Mobile Deposit App can be found at either the Apple App Store or at Google Play. All Online Banking users with Mobile Banking over the age of 18 can use Mobile Deposit, subject to approval.

How to use Mobile Deposit.

You may deposit your check into whatever account you have selected through Mobile Banking. Enter the check amount as it is written on the check. Endorse the back of the check and write "For Mobile Deposit Only", flatten it and unfold any folded corners prior to taking the picture. Take a picture of the entire check (front and back) using a dark, solid background in a well-lit area, making sure that the MICR line (nine digits in the bottom of the check) are visible and not blurred. The daily (24 hour) limit that can be deposited is \$2,000.00, and only one check per deposit can be processed through Mobile Deposit. The deposited funds will be available the next business day, unless an exception hold is placed on it. If an exception hold is placed on the funds, you will receive a notice in the mail. All Mobile Deposits are subject to review. Hickory Point Bank will send the following notification of deposit status via your mobile device: If the deposit is accepted, you will see a Green Check Mark. If the Deposit is rejected, you will see a Red "X". If the deposit is pending, you will see a Question Mark. If there is a problem with your deposit, a Hickory Point Bank employee will contact you. Once the check has posted to your account, you agree to retain the check for fourteen (14) days and then securely and permanently destroy it. The following will not be accepted through Mobile Deposit: COMDATA Checks, Traveler's Checks, non-U.S. (Foreign) Checks, Converted Checks, and Cash. The cost to use Mobile Deposit is \$.50 per deposit, and the fee will be withdrawn from the account in which you have deposited the check. Should you have any question concerning Mobile Deposit, you may contact us during normal banking hours at 217.872.7591, 866.242.6262, or by email at online@hickorypointbank.com.