

Regulation CC – (Availability of Funds and Collection of Checks) Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4 p.m. (6 p.m. Friday) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4 p.m. (6 p.m. Friday) or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS. If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

HERITAGE BANK ONLINE BANKING

Online Banking product/service of Heritage Bank. This product provides you, the customer, with access to your accounts via the Internet. Before accessing the use of this product one should familiarize them self with the following policies and with both Heritage Bank's Privacy Policy and EFT Disclosures. Customer's use of Heritage Online and use of the website www.bankwithheritage.com demonstrate one's agreement and acceptance to all policies and procedures in this document, Heritage Bank's Privacy Policy and Heritage Bank's EFT Disclosure.

The Web Site - www.bankwithheritage.com

The official website of Heritage Bank is www.bankwithheritage.com. The information displayed at this site and accessed through this site within the control of Heritage Bank is subject to and in accordance with the policy and procedures in this document, Heritage Bank's Privacy Policy, and Heritage Bank's EFT Disclosure.

While Heritage Bank works to ensure all information listed is current and accurate, all users are encouraged to confirm information with the bank itself--as the website only represents a presentation of information and should not be relied upon as the final source.

Browsing our Site

Customers are allowed to browse our site anonymously. Heritage Bank does not collect nor require any personal information to browse our site. However, if applying for use of Online Banking or other application processes, customers will be asked for information necessary to complete those tasks. (Please review our Privacy Policy)

<http://www.bankwithheritage.com/pdfs/privacy.pdf?loadpage=footer/privacy.asp>

Online Banking

Heritage Online is pleased to provide customers with access to their accounts via the Internet. This process allows-but does not limit customers to the following:

1. Transfer Funds from available accounts
2. Review recent account information including balances, debits and credits
3. Pay bills online

Heritage Bank has worked to make this process simple and secure by developing relationships with outsourced providers or merchant support to assist in providing the best possible service. Customers should understand that while their banking relationship is maintained by Heritage Bank, support for these services are outsourced to providers and this limits Heritage Bank from directly controlling all procedures in regards to Online Banking.

Accessing Online Banking

Customers (you) may access Online Banking through Heritage Bank's official website at www.bankwithheritage.com. Then you may click on the sign-up feature and complete the online application. Once submitted via email, Heritage Bank will then review the information and determine an approval, hold, or rejection based upon criteria set in regards to security and the customer's standing with the bank. **Application information provided by customers must meet and agree with past information submitted in a previous relationship with the bank.** Conflicting information or the absence of certain information will result in the customer not being allowed to use the service.

Users will be asked to create a USER ID during the application process. This ID along with other profile information will be sent to the bank for activation, this will allow customers to access Heritage Online, but for security measures the initial password will have to be changed during the user's initial login.

Online Banking Services

To use online banking service a user must have:

1. An internet access device with an internet provider.
2. An established account and account access
3. Password and user id
4. An email account

Heritage Online Banking allows customers to:

1. Transfer funds to and from accounts under a customer's profile
2. Make payments to loans such as car loans and mortgages
3. View current balance information to linked accounts--such as checking, CDs, loans, and lines of credit
4. Review previous transactions in linked checking and savings accounts
5. Communicate via secure email information--such as a change of address and other maintenance information
6. ACH Origination (requires Cash Management Services)
7. Outgoing Wire Transfers (requires Cash Management Services)

Please Note: For information regarding Cash Management Services please contact your local office. Also, if you choose to manage your finances and communicate with Heritage Online using personal financial management software, such as Quicken® /QuickBooks®, not all features and options may be available.

Use of Online Banking

There are several things customers should know and consider when using Online Banking. Primarily, it is important that one reads all Disclosures and contacts the bank with any questions or concerns.

Security of Online Sessions

Heritage Bank strives to offer the highest of security in regards to Heritage Online. For customer's benefit, the bank meets industry standards by using Secure Sockets Layer (SSL) encryption when communicating all information. This process is designed to protect account holders and their information from outside intruders.

Cost and Possible Charges

Heritage Bank takes pride in offering Heritage Online as a free service to its customers. This includes access to www.bankwithheritage.com and Online Banking. Customers are assessed no charges for this service. Account holders should be aware that this does not eliminate traditional service fees that might occur in the use of an account. You should refer to our listing of fees and account fees. A listing may be obtained from the banks nearest office or by contacting us and requesting one through mail. *Heritage Bank reserves the right to make changes to the cost of Online Banking including Bill Pay or any services or products associated. In such case, a customer, will be given at least 60 days notification.* Heritage Bank Online is offered as a free service, regular fees for Internet service provider may be charged.

Quicken®/QuickBooks®

Online Banking and Bill Payment through Quicken®; and Online Banking through QuickBooks® is inclusive of the terms and conditions of the Electronic Funds Transfer Disclosure including but not limited to transaction limits, transaction processing and system availability. Quicken® and QuickBooks® are trademarks of Intuit, Inc. Customers who choose to use Quicken®/QuickBooks® should become familiar with all charges associated with the service. While it is the goal of Heritage Bank to provide great customer service, it is recommended that other sources be used in supporting Quicken®/QuickBooks® itself.

Bill Pay

As an Online Banking customer, you will have immediate access to Bill Pay. Bill Pay allows account holders to pay bills online by asking the bank or a third party contracted by us to distribute funds from one's account. The use of this service conveniently integrated with Online Banking.

If customers choose to use Bill Pay, they should familiarize themselves with the policies and procedures of Bill Pay. This information is available in the following ways:

1. In this document.
2. In an electronic banking brochure available at any bank office.
3. In the "Help" section under Bill Pay on our website

Heritage Bank does use third parties in the bill payment process. The following guidelines apply to this process in agreement with both Heritage Bank and any third party used as merchant support. In the event these policies change, you will be notified within 60 days of those changes taking affect.

Payment Inquiries

If you have a payment inquiry you should contact the Heritage Online help desk. This can be done by dialing 1-866-749-2265. Heritage Bank will review and research any questions.

Regulation E- (Electronic Funds Transfer)

Regulation E is the Federal Banking regulation that establishes the rights, liabilities and responsibilities of those parties involved in electronic transactions. Payments originated for Bill Pay are considered to fall under Regulation E. If one's payment inquiry cannot be resolved then customers may file a Regulation E claim verbally, we can require that you send us your complaint or dispute in writing within 10 business days. Upon making this request customers will be asked to provide detailed information to validate and help ensure the best possible research into the claim. Questions about filing a Regulation E or questions about transactions should be directed to Heritage Online help desk at 1-866-749-2265 or any Heritage Bank office.

Payee information

Customers are responsible for providing Heritage Bank with the proper information of those merchants to whom account holders wish the bank to distribute funds. Customers should be prepared to provide all the required information when adding payees to your payee lists. Heritage Online will not be responsible for typographical errors or other wrong information resulting in a payee not receiving funds from an account. You may list unlimited payees to be set up in the system.

Payee Participation

It is possible that a payee chooses not to participate with Heritage Online or its supporting merchants in regards to Bill Payment service. If we are unable to resolve this with a payee, Heritage will promptly notify account holders when we will be discontinuing any future transactions with the payee.

Cancellation of Payment or Transfer

If for any reason you choose to cancel any scheduled payment or transfer, you must do so prior to that scheduled transfer or payment time. Questions, regarding these issues, can be addressed by contacting Heritage Online Customer Service at 1-866-749-2265.

E-Bills

At this time Heritage Online is unable to process any type of e-bill. We hope in the future to be able to offer this capability.

Service and Support

Heritage's customer service number is 1-866-749-2265. Any question not answered or request not completed can be addressed to a banker at any Heritage Bank office.

Changes in Email address

The primary contact for Heritage Online with you the user is via the Email address you provide us. If for any reason you should change email addresses you should immediately notify us via email or at your local office with the new address. Heritage Online is not responsible for information sent to you in a timely manner that does not reach your attention due to your failure to monitor your new email messages or failure to inform us of a change of email address

Security of Online Password.

Customers should **never** give their password to any Heritage Bank employee or any merchant asking on behalf of Heritage Bank. Any concerns regarding this matter should be addressed immediately to the management at a local office.

Disclosure of Account Information

Heritage Bank discloses information to third parties (i.e. support merchants) to assist in providing customers with Heritage Online and all products and services associated with electronic banking. Such services include but are not limited to:

- To complete transfers or bill payments to investigate or resolve related items
- To verify the existence or condition of an account
- To comply with government or court rulings
- At any time fraud or violation of a policy is expected with an account.
- To resolve errors or questions of unauthorized transactions to an account

ELECTRONIC FUND TRANSFER INITIAL DISCLOSURE

CONSUMER'S LIABILITY. You will tell us AT ONCE if you believe your card or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone used your card or code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card or code and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00.

Limitation of Liability for Unauthorized VISA® Point of Sale Transactions. Tell us AT ONCE if you believe your VISA® CARD has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized VISA® CARD transactions that take place on the VISA® system is zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized VISA® CARD transactions. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (refer to the above *CONSUMER'S LIABILITY* paragraph) only if we determine that you were grossly negligent or fraudulent in the handling of your account or VISA® CARD and may result in a loss not to exceed fifty dollars (\$50.00). Also, if your statement shows transfers that you did not make, including those made by card, code or other means, you will tell us at once. If you do not tell us within 60 days after each statement we provide or made available to you, you may not get back any money that 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.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER. If you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will call (866)749-2265 or write HERITAGE BANK, ATM Department, PO Box 537, Hopkinsville, KY 42241. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

BUSINESS DAYS. For purposes of these disclosures, our business days are Monday, Tuesday, Wednesday, Thursday, and Friday. Federal Holidays are not included.

TYPES OF TRANSFERS. You may authorize certain direct deposits to your checking or savings account. You may authorize certain bills and other payments to be deducted from your checking or savings accounts. A merchant may convert your check in payment for merchandise or services into an electronic funds transfer from your account. You may use your card or code to:

- Make deposits to your checking and savings accounts.
- Pay for purchases at places that have agreed to accept the card or code.
- Transfer funds between your checking and savings accounts.
- Withdraw cash from your checking and savings accounts.

Some of these services may not be available at all terminals.

ELECTRONIC CHECK CONVERSION. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and pay bills.

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS.

- You can buy up to \$500 as debit and \$1200 as credit worth of goods or services each day by using the card or code in our point-of-sale transfer service.
- You can withdraw up to \$1000 from our terminals using your card or code each day.

FEES.

- You will be charged \$10.00 per card for the issuance of replacement access cards.
- You will be charged \$2.00 for each transfer that you make using an automated teller machine not owned by us.
- If you use your card in a foreign country and/or to make a purchase in a foreign currency, you will be charged a currency conversion fee of 0% of the transaction amount.
- If you conduct a transaction involving only U.S. dollars with the ATM/Debit card in a country outside of the United States of America, Puerto Rico or the U.S. Virgin Islands, there will be a transaction fee of 0% of the transaction amount that will appear on your monthly statement.
- If you conduct a transaction involving multiple currencies with the ATM/Debit card in a country outside of the United States of America, Puerto Rico or the U.S. Virgin Islands, there will be a transaction fee of 0% of the transaction amount that will appear on your monthly statement.

CONFIDENTIALITY.

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or

- If you give us written permission.

DOCUMENTATION.

Terminal Transfers. You can get a receipt at the time you make any transfer that exceeds \$15.00 to or from your account using one of our automated teller machines or point-of-sale terminals. **Preauthorized Credits.** 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 (866)749-2265 to find out whether the deposit has been made. **Periodic Statements.** You will get a monthly account statement unless there are no electronic transfers in a particular month. In any case, you will get the statement at least quarterly. You will not receive a periodic statement if your account is a passbook account. Present your passbook and we will record any electronic deposits to your account.

STOP PAYMENTS

You direct HERITAGE BANK USA, INC. ('we', 'our', or 'us') to comply with this Stop Payment Order on the item described above. If the item is a check we must receive this notice so that we have a reasonable time to act upon it prior to our final payment of the check. If the item is an electronic fund transfer (ACH or otherwise), we must receive this notice at least three (3) business days preceding the scheduled date for the payment of the item. We cannot stop payment on an electronic fund transfer resulting from a point of sale transaction. We assume no responsibility for honoring this Stop Payment Order if the description of the item that you provided us is inaccurate or incomplete. If the check number is wrong, the dollar amount is off by even a penny, or if you purchase your checks from a vendor not used or approved by us, our processing equipment may not catch the item in time. You will not hold us responsible if that happens.

You agree to hold us harmless from all costs and expenses we incur, including attorney's fees for consultation, at trial, and any appeals due to our refusal to pay the item. You agree not to hold us liable if the item is paid contrary to this Order and the payment is due to incorrect information you supplied.

This Stop Payment Order remains in effect for a period of six months from the date it is requested and will automatically terminate six months from this date unless renewed in writing.

IMPORTANT NOTICE. If you have given us a stop payment order verbally, that stop payment order will be released 14 days from the day we received it unless you complete this form, sign it and return it to us before that date.

PREAUTHORIZED PAYMENTS.

"Right to stop payments and procedure 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 is how: call us at 1-866-749-2265 or write us at HERITAGE BANK, P.O. Box 537, Hopkinsville, KY 42241, 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 can also require you to put your request in writing and get it to us within 14 days after your call. We will charge you \$36.00 for each stop payment order you give us.

Notice of Varying Amounts. If these regular payments vary in amount, 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 Preauthorized Transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY. If we do not complete a transfer to or from your account on time, or in the correct amount according to your agreement with us, we will be liable for your losses or 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.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- 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 your agreement with us.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS. You will telephone us at 1-866-749-2265 or write us at HERITAGE BANK, P.O. Box 537, Hopkinsville, KY 42241 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

You will:

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if VISA® Check Card point-of-sale transaction, and 20 business days if new account) 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 point-of-sale transaction, or new account, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if VISA® Check Card point-of-sale transaction, and 20 business days if new account) 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 credit your account. For the purpose of this paragraph, an account is a new account for a period of 30 days from the date of the first deposit to the account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. **EXCHANGE RATE FOR FOREIGN TRANSFERS.** If a transfer takes place outside of the United States and is in a foreign currency, VISA® or MasterCard® will convert the transfer into U.S. dollars by using their own currency conversion procedures. The exchange rate will be determined in one of two ways: (1) the exchange rate will be selected from the range of rates available in the wholesale currency markets for the central processing date (which may be different from the rate received by VISA® or MasterCard®), or (2) the exchange rate will be a government-mandated rate in effect for the applicable central processing date, plus any adjustment determined by the card issuer and disclosed separately in the fee section of the cardholder agreement. The currency exchange rate used may differ from the rate in effect when your transfer occurred or was posted to your account.

Contacting the Bank

For questions or concerns in which customers would like to contact the bank directly they may do so during regular business hours.

1. Call 1-866-749-2265
2. Stop by personally at a local office
3. Write and mail your question or concern to:
Heritage Bank
Online Banking Department
P.O. Box 537
Hopkinsville, KY 42241

HERITAGE BANK MOBILE BANKING

Agreement:

This agreement contains the terms that govern your use of the Heritage Bank Mobile Banking application services. You may use this service to access your accounts on a mobile device. By using Mobile Banking to access an account you are agreeing to the terms of this Agreement which supplement the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Other Agreements:

Heritage Bank does not charge a fee for this service; however, standard data rates from your mobile service provider may still apply. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements.

Description of Service:

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Heritage Bank account information, transfer funds, view account balances, and view account detail and history. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking. We reserve the right to limit the types and number of accounts eligible for mobile banking. We may also reserve the right to modify the scope of the Service at any time. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Heritage Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Use of Service:

You agree to accept responsibility for making sure you understand how to use Mobile Banking and that you will contact us directly if you have any problems with Mobile Banking. You will also accept responsibility for making sure that you know how to properly use your Device and Heritage Bank will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

Permitted Online and Mobile Banking Transfers:

You may use the Service to transfer funds between your eligible Heritage Bank accounts. You may transfer to or from an Account at another financial institution using Online and Mobile Banking. You must have sufficient funds available in the selected accounts at the time the transfer is received, including available overdraft protection (if applicable). We may process transfers that exceed your available balance at our sole discretion. Applicable fees may apply as permitted by Law. Federal Regulations limit the number of transfers allowed from a savings or money market account per month. Online and Mobile Banking transfers count towards this limit. Each transfer from a savings or money market account using Online or Mobile Banking is counted as one of the six limited transactions permitted each month. (See your Truth and Savings Disclosures received at account opening). We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option as permitted by Law. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

Your Responsibilities:

You agree to the following by enrolling in Online or Mobile Banking or by using the Service:

Account Ownership/Accurate Information. You agree that you are the legal owner of the Account(s) and other financial information which may be accessed via Online or Mobile Banking. You agree that all information provided to us in connection with Online or Mobile Banking is accurate, current and complete, and that you are required to provide such information to us for the purpose of Online or Mobile Banking. You agree you will keep Heritage Bank informed on any changes to your email address. You agree not to misrepresent your identity or your account information as well as keeping your account information up to date and accurate. You agree that you are an authorized user of the Device. You are responsible for all transactions you authorize using Online or Mobile Banking under this Agreement. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Online Banking or Mobile Banking. You agree you will not give out account information, user log in or passwords, leave your computer unattended while in Online Banking, allow your computer to store your user name and password, leave account information in view or range of others, nor will you send any private account information via a public or general email system. You also agree to log out of Online Banking completely if you are using a public computer. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you allow access to Online or Mobile Banking to an authorized user, you will be responsible for any transaction they authorize and we will not be liable for any damages as a result. You agree not to use any personally identifiable information when creating shortcuts to your Account. We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password and account information confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify us immediately by calling 1-866-749-2265 or email us at info@bankwithheritage.com

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

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Heritage Bank 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 third party claims, disputes, action or allegation of infringement, misuse, or misappropriation based on information, data, file, or otherwise in connection with the Service; your violation or any law or rights of a third party or your use or use by a third party of Online or Mobile Banking.

In case of Errors or Question or concerns about your mobile service contact us at 1-866-749-2265 or email us at info@bankwithheritage.com immediately.

Disposal of Transmitted Items.

Upon your receipt of a confirmation from Heritage Bank that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Heritage Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Heritage Bank's audit purposes.

Deposit Limits. We reserve the right to change/ impose limits in the amount (\$2600.00) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

Hardware and Software.

In order to use the Service(s), you must obtain and maintain a smart phone, at your expense, compatible hardware and software. Heritage Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

Errors.

You agree to notify Heritage Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Heritage Bank account statement is sent. Unless you notify Heritage Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Heritage Bank for such alleged error.

Presentment.

The manner in which the items are cleared, presented for payment, and collected shall be in Heritage Bank’s sole discretion subject to the Depository Agreement and Disclosures governing your account.

Ownership & License.

You agree that Heritage Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Heritage Bank’s business interest, or (iii) to Heritage Bank’s actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

DISCLAIMER OF WARRANTIES.

YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF Heritage Bank HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

User warranties and indemnification.

You warrant to Heritage Bank that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to Heritage Bank is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations. You agree to indemnify and hold harmless Heritage Bank from any loss for breach of this warranty provision.

Other terms.

You may not assign this Agreement. This Agreement is entered into in the state the account is opened and shall be governed by the laws of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Termination

Heritage Bank reserves the right to terminate Online or Mobile Banking, in whole or in part at any time with or without cause and without prior written notice as allowed by Law. In the event you provide a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We also reserve the right to suspend the Service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion including if a security breach has been attempted or has occurred. We may consider repeated incorrect attempts to enter your username or password as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.

Equipment and Software

Heritage Bank does not guarantee that your Device or mobile phone service provider will be compatible with Mobile Banking. Mobile phones and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as “viruses”) which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. Heritage Bank will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. Heritage Bank will also not be responsible if any non-public personal information is accessed via Mobile Banking due to any of the above named viruses residing or being contracted by your Device at any time or from any source.

HERITAGE BANK MOBILE CAPTURE

The remote deposit capture services (“Services”) are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Heritage Bank. There is currently no charge for this Service, regular texting or phone usage fees may apply from the phone service provider.

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Heritage Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

REGULATION CC- (Availability of Funds and Collection of Checks) DISCLOSURE- “As it relates to Mobile Banking.”

You agree to scan and deposit only checks as/or described in Federal Reserve Regulation CC (“Reg CC”).

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays or when using mobile capture. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. If you make a deposit before 4:30 p.m. (on a business day by mobile capture) funds will be available on the second business day. However, if you make a deposit after 5 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If you make a deposit using mobile capture, funds will not be available until the second business day.

LONGER DELAYS APPLY WHEN USING MOBILE CAPTURE. If we are not going to make all of the funds from your deposit available on the first business day, of deposit. We will make all funds available on the second business day after deposit. If a decision to place a hold after you have scanned and sent this item, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should bring the deposit to your local office and ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,200 on any one day, or you deposit checks totaling more than \$2600.00 using mobile capture.
- You redeposit a check that has been returned unpaid or we believe has been previously presented.
- You have overdrawn your account repeatedly in the last six months or have a negative balance in the account.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the tenth business day after the day of your deposit.

SPECIAL RULES FOR ACCOUNTS. Abuse or deliberate misuse of the product could lead to blocking of your mobile devices.

You agree that the image of the check transmitted to Heritage Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in **Kentucky**. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you.
- b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- d. Checks or items previously converted to a substitute check, as defined in Reg CC.
- e. Checks or items drawn on a financial institution located outside the United States.
- f. Checks or items that are remotely created checks, as defined in Reg CC.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks or items prohibited by Heritage Bank current procedures relating to the Services or which are otherwise not acceptable under the terms of your Heritage Bank account.
- j. Money Orders

Endorsements and Procedures. You agree to endorse any item transmitted through the Services as "For Mobile Deposit" and to include your signature or as otherwise instructed by Heritage Bank. You agree to follow any and all other procedures and instructions for use of the Services as Heritage Bank may establish from time to time.

Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Heritage Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

ACCOUNT TO ACCOUNT (A2A)

User Agreement for Account to Account- (A2A) Transfer Service

IMPORTANT: TO ENROLL IN THE A2A TRANSFER SERVICE YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE SERVICE ELECTRONICALLY. YOU MUST HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATIONS BEFORE YOU ACCEPT THE TERMS OF THE USER AGREEMENT FOR A2A TRANSFER SERVICE ("AGREEMENT"). THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY FROM TIME TO TIME REQUEST A TRANSFER OF FUNDS IN YOUR HERITAGE BANK ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR HERITAGE BANK ACCOUNT. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. BY CLICKING THE "I AGREE" BUTTON BELOW, YOU CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. HERITAGE BANK RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE A2A TRANSFER SERVICE TO YOU BY NON-ELECTRONIC MEANS.

Scope of Agreement

The Bank's A2A Service does not constitute an actual or implied agreement and is always a discretionary service that is provided from time to time and which may be withdrawn or withheld by the Bank at any time, without prior notice or reason or cause.

This Agreement covers all funds transfers using the A2A Transfer service initiated by me from time to time through a HERITAGE BANK online banking service.

Description of Service

The A2A service enables me to request a transfer of funds: (1) from my Eligible HERITAGE BANK Account to a Verified Account (one I hold at another financial institution); or (2) from a Verified Account to my Eligible HERITAGE BANK Account. HERITAGE BANK uses the ACH Network to execute my A2A requests, but other methods of transfer may also be used. All requests must be made through HERITAGE BANK and are subject to the terms of my Account Agreement, this Agreement, any other agreements and applicable laws and regulations.

Authorization to Transfer Funds Using A2A Service

I hereby represent and warrant to HERITAGE BANK, its directors, officers, employees and agents, that I own each Eligible HERITAGE BANK Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize HERITAGE BANK to execute and charge my Eligible HERITAGE BANK Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to my Eligible HERITAGE BANK Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete certain types of transfers (i.e., standard transfers) when my A2A transfer requests are made in

accordance with the procedures established by HERITAGE BANK. I understand and acknowledge that HERITAGE BANK has no obligation to execute any request for a transfer using A2A that is not initiated in accordance with such procedures. I further acknowledge that the acceptance and processing of an A2A transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until I have informed you either through a secure message or by telephone at 1-866-749-2265 (during normal business hours) that I have revoked my authorization and you have a reasonable opportunity to act on it.

Information Relied Upon by HERITAGE BANK

I acknowledge and agree that HERITAGE BANK is relying upon the information I provide in originating an A2A transfer on my behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding my Verified Account are my responsibility. Although I represent and warrant to you that I am the owner of each Verified Account and describe it to you by name and account number (or any other number), I understand and agree that if A2A transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that HERITAGE BANK has no responsibility to investigate discrepancies between names and account numbers.

Security Procedures

I agree that HERITAGE BANK will initiate a funds transfer request for me only after I access my Eligible HERITAGE BANK Account(s) through its online banking and mobile banking service using the USER ID and PASSWORD. HERITAGE BANK shall not be liable for any delay in processing my A2A transfer request if I fail to comply with this security procedure (or any other that may be established by HERITAGE BANK from time to time). I acknowledge and agree that HERITAGE BANK has an established commercially-reasonable security procedure for the A2A service. I understand that the security procedure is designed to authenticate my identity before accepting a request for an A2A transfer and not to detect errors in the content of my instruction.

Verification of Accounts at Other Financial Institution

After agreeing to this Agreement and providing any additional information requested, I may enroll accounts that I hold at other financial institutions (each, a "Third Party Account") in the A2A service. I hereby authorize you to require verification of each Third Party Account. I agree to verify each Third Party Account by confirming an initial withdrawal (debit) and initial deposit (credit) that you make to each requested Third Party Account. I authorize you to make a trial deposit transfer and a trial withdrawal transfer, in which one or more low value deposits that will be credited to the account and one or more low value withdrawals that will be debited to the account. The trial credit will be greater than the trial debit. When the account is ready to be verified, the status next to the Institution Name will change to verify. I will then verify the amount of each credit and debit made into the Third Party Account. Upon proper verification, the account is ready to setup A2A transfers.

A2A Transfers

Funds are generally withdrawn from my account the next Business Days. Funds are generally credited to my account within 5 Business Days. The Business Day on which a request for a transfer is made begins at 9:00 a.m. Central Standard Time ("CST") and ends at 3:59 p.m. CST of the following Business Day. The *Transfer Date* is the date the withdrawal will post to the "from" financial institution. The deposit will follow up to the next business day after the withdrawal has been processed (see receiving institution for deposit availability). The withdrawal and deposit will not be a same day transaction. The *Transfer Date* you select must be at least one business day from today's date.

Limits on A2A Transfers

HERITAGE BANK reserves the right to change Minimum, Maximum, Daily and Monthly Limits at any time. I understand that I may request higher or lower daily and monthly limits. Heritage Bank will attempt to accommodate my request but reserves the right to dishonor the request. The following limits on transfer amounts are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid.

<u>Transfer</u>	<u>Amounts</u>
Minimum	\$1.00
Maximum (one way)	\$2,000.00
Daily Limit	\$2,000.00
Monthly Limit**	\$5,000

** For purposes of the "monthly" transfer limits for the A2A service, a month means the thirty (30) calendar days immediately prior to the date on which an A2A transfer request is executed (i.e., originated) by HERITAGE BANK on my behalf.

Excluded Transfers Include

- (1) This service is not to be used to perform payroll functions.
- (2) This service is not to be used for child support payments.
- (3) This service is not to be used for any tax payment.
- (4) This service is not to be used for International ACH transactions.

Service Fees and Charges

I understand and agree that I am responsible for paying all fees associated with my use of the A2A Service. I authorize HERITAGE BANK to charge my HERITAGE BANK Account (or any other of my accounts at HERITAGE BANK) for any service fees and charges applicable to transfers requested through the A2A service in accordance with HERITAGE BANK's fee schedule in effect at the time I make an A2A transfer request. HERITAGE BANK reserves the right to change the fees charged for the use of the A2A service. A copy of the Fee Schedule for the A2A service is provided at the end of the Agreement.

Execution of a Request for an A2A Transfer

Any request for an A2A transaction will be executed on the appropriate Business Day. The Business Day on which a request for an A2A transfer is made begins at 9:00 a.m. CST and ends at 3:59 p.m. CST of the following Business Day. If my request for an A2A transfer is received by HERITAGE BANK on a day that is not a Business Day or on a Business Day after the established cut-off hour, you will not process my request until the next Business Day (see the chart above under A2A Transfers for the additional information).

Actions Taken Upon an Unsuccessful A2A Transfer

If a requested funds transfer could not be completed, I understand that HERITAGE BANK, upon learning that the A2A transfer has failed, may make reasonable effort to notify of the failure.

- A letter sent by US mail to the last known address on my Heritage Bank account.
- Secure message through the Heritage Bank Online Banking program.
- E-mail sent to the email address indicated on Online Banking.
- Phone call initiated to the phone number indicated on the Online Banking customer profile.

I understand you will choose the method of notification and the purpose of your notification is so that I may contact the financial institution where my Verified Account is held in order to understand the reason for such failure.

Rejection of an A2A Transfer Request

You reserve the right to reject my funds transfer request. You may reject my request if the dollar value of one or more of my transfer requests exceed my daily or monthly transfer limit (as more fully described above), if I have insufficient available funds in my eligible HERITAGE BANK Account for the amount of the A2A transfer, plus any applicable fee, if my request is incomplete or unclear, if you identify a security risk related to a requested transfer or if you are unable to fulfill my request for any other reason. I understand and agree that if you reject a request for an A2A transfer for one or more of the reasons set forth above, I will be informed of the rejection by one of the methods noted above under **Actions Taken Upon an Unsuccessful A2A Transfer** within a reasonable amount of time.

Cancellations, Amendments or Recalls of an A2A Transfer Request

I may cancel or amend a funds transfer request only if you receive my request prior to your execution of the funds transfer request and at a time that provides you with a reasonable opportunity to act upon that request. If my funds transfer request has been executed by HERITAGE BANK, I understand and agree that the request to recall or amend the funds transfer will be effective only with the voluntary consent of the financial institution holding the Verified Account or a beneficiary bank. If I decide to recall or amend my funds transfer and my request has already been executed by you, you will first have to check with the beneficiary bank to determine whether or not the beneficiary bank will return my funds using the same method of communication as the funds transfer (NACHA). If the beneficiary bank confirms that the funds are returnable and agrees to do so, once the funds are returned to you by the beneficiary bank, you will return the funds to me. The amount that is returned to me may be less than I originally transferred because of service charges of the beneficiary bank and/or HERITAGE BANK. HERITAGE BANK shall not be liable to me for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of my funds transfer request.

Transfers Subject to the Rules of the Third Party Accounts

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third Party Accounts. I agree not to request any A2A transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

Delays, Non-Execution of Funds Transfer Request

I agree that HERITAGE BANK shall not be responsible for any delay, failure to execute, or wrongful execution of my funds transfer request due to circumstances beyond HERITAGE BANK's reasonable control; including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of my funds transfer request to the bank or execution of such request by the bank, whether caused by internet service failures, power failures, equipment malfunctions, strikes, or acts or omissions of any intermediary bank or beneficiary bank. HERITAGE BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

Unauthorized A2A Transfers

I understand that if I think that someone else has learned my access credentials for online banking or mobile banking or an unauthorized A2A transfer or other type of online transaction has been made from one of my accounts, I must notify you immediately by telephone at 1-866-749-2265 during normal business hours. Normal business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Standard Time, excluding HERITAGE BANK holidays. Or, if I am unable to telephone you,

- in writing to: HERITAGE BANK, P.O. Box 537 Hopkinsville KY 42240
- with a secure message through your Online Banking program.

I understand that HERITAGE BANK cannot act until normal business hours regardless of the method I have used to communicate unauthorized activity. By providing such prompt notice, I may limit my personal liability for unauthorized transfers.

Significance of E-Mail Notices about A2A Service

I agree that all e-mail notices sent to me regarding status of my A2A transfer requests are simply service messages and will not constitute a transaction receipt or an official bank record with respect to an A2A transfer. I acknowledge and agree that these notices will be sent to the e-mail address I provide during my enrollment in the A2A service, even if I have informed you separately in the past (or choose to do so in the future) to not send me marketing messages at that same e-mail address.

Means of Transfer

I understand that HERITAGE BANK uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network. You may choose any reasonable means that you consider suitable to complete a transfer that I request using the A2A service. I authorize you to choose the means you deem suitable to cause each of my A2A transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. I agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the Automated Clearing House Network (ACH Network), National Automated Clearing House Association (NACHA), Electronic Payments Network (EPN), and the Federal Reserve System.

Currency of Funds Transfer

The A2A service is available for funds transfers to Verified Accounts in the United States only, and is made in U.S. dollars only.

No Unlawful or Prohibited Use

As a condition of using the A2A service, I warrant to HERITAGE BANK that I will not use the A2A service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. I further warrant and represent that I will not use the A2A service in any manner that could damage, disable, overburden, or impair the A2A service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the A2A service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Service Changes and Discontinuation

HERITAGE BANK may modify or discontinue the A2A service, with or without notice, without liability to me at any time. You reserve the right, subject to applicable law and regulation, to terminate my right to use the A2A service at any time and for any reason, including, without limitation, if HERITAGE BANK, in its sole judgment, believes I have engaged in conduct or activities that violate any of the terms of this Agreement or, if I provide you with false or misleading information or interfere with other users or in the administration of the A2A service.

Proprietary Rights

I acknowledge and agree that HERITAGE BANK and its agents own all rights in and to the A2A service. I am permitted to use the A2A service only as expressly authorized by this Agreement. I may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the A2A service or any of your other services or technology.

Indemnity

In consideration of the Agreement by HERITAGE BANK to act upon my request to make an A2A transfer in the manner provided in this Agreement, I agree to indemnify and hold HERITAGE BANK, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of your acting upon A2A transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify HERITAGE BANK against its gross negligence, bad faith, or willful misconduct.

Claims; Limitation of Liability; No Warranty

I agree that within thirty (60) days after my A2A transfer request has been executed, I will tell you of any errors, delays, or other problems related to my request. If my funds transfer request is delayed or erroneously executed as a result of HERITAGE BANK's error, HERITAGE BANK's sole obligation to me is to pay or refund such amounts as may be required by applicable law. I AGREE THAT HERITAGE BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) MY GRANTING YOU AUTHORITY TO VERIFY A THIRD PARTY ACCOUNT; (2) YOUR DEBIT AND/OR CREDIT OF A VERIFIED ACCOUNT OR YOUR INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH MY A2A TRANSFER INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD PARTY ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT. IN NO EVENT SHALL HERITAGE BANK BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH MY A2A TRANSFER REQUEST. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, HERITAGE BANK, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. HERITAGE BANK MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE A2A SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE A2A SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY HERITAGE BANK FROM ANY FINANCIAL INSTITUTION HOLDING ANY VERIFIED ACCOUNT OR THAT THE A2A SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

Amendments

I agree that you reserve the right to change the terms and conditions of this Agreement as required by law or Bank policy. Unless otherwise required by law, you may amend this Agreement without prior notice to me. If you choose to notify me of an amendment or are required to do so by law, you may ask me to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to me at the last address you have on file for me.

Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Kentucky and federal law, as applicable.

Electronic Consent and Acceptance of Terms and Conditions

In order to enroll to use the A2A service, I consent to receive and accept the terms and conditions of the User Agreement for the Account to Account Service, and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to me, HERITAGE BANK will notify me by e-mail, at the public e-mail address I have provided for notices pertaining to this service, of the new or different terms and conditions or will provide me with a link within such e-mail where I may view the new or different terms and conditions on a web site. I understand and agree that you reserve the right to provide any such notices to me in printed form. A record of each funds transfer request will be made available to me electronically at the time each A2A transfer is requested and in summary form as part of the periodic statement for my Eligible HERITAGE BANK Account to or from which the A2A transfer is requested. I may withdraw my consent to having this information provided to me electronically by contacting you through a secure message or by telephone at 1-866-749-2265 (during normal business hours as previously defined); however, by doing so I understand that I will terminate my right to use the A2A service. Withdrawing my consent in this manner will not prevent me from re-enrolling for the A2A service. The Bank's A2A Service does not constitute an actual or implied agreement and is always a discretionary service that is provided from time to time and which may be withdrawn or withheld by the Bank at any time, without prior notice or reason or cause.

Required Equipment

In order to use the A2A service and to view and retain a copy of the terms and conditions contained in this Agreement, I understand that I must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device. All other equipment requirements are disclosed in the HERITAGE BANK Online Banking and Federal Disclosure. I understand that I can also obtain a printed copy of this Agreement by calling 1-866-749-2265.

Consent and Agreement

By clicking on the "I Agree" button below, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the A2A service, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and Fee Schedule and agree to be bound by the terms and conditions contained therein. Because enrollment for the A2A service can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. HERITAGE BANK reserves the right to provide information and notices about the A2A service to me by non-electronic means.

A2A Service — Fee Schedule

Incoming AND Outbound	FREE
Return Due to Non-sufficient funds (NSF) *	\$36.00

*May be created by check, in person withdrawal, ATM withdrawal, or other electronic means.