

Terms and Conditions for Mobile Banking

Terms and Conditions: HCN Bank

Thank you for using HCN Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 96924. To cancel, text "STOP" to 96924 at any time. In case of questions please contact customer service at 951-766-4100 or visit www.hcnbank.com

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Program: HCN Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over 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 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. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 951-766-4100, or send a text message with the word "HELP" to this number: 96924. We can answer any questions you have about the program.

To stop the program: To stop the 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.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, and Metro PCS. Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of HCN Bank or any service provider.

Privacy and User Information: You acknowledge that in connection with your use of Mobile Banking, HCN Bank 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 Mobile Banking or the Software (collectively "User Information"). HCN Bank 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 Mobile Banking 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. HCN Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the 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 Mobile Banking or the 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 Mobile Banking or the 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 HCN Bank (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 HCN Bank or any third-party service provider involved in the provision of Mobile Banking; (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 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 HCN Bank, any third-party service provider involved in providing Mobile Banking, 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 facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

Addendum to Online Banking Agreement and Disclosure: Mobile Banking is an extension of Online Banking and is subject to the terms and conditions of the Online Banking Agreement and Disclosure that you agreed to at enrollment, any amendments, as well as the additional terms and conditions in this agreement. All terms and conditions applicable to Online Banking also apply to Mobile Banking. We may offer additional Mobile Banking services and features in the future. Any added services and features will be governed by the terms and conditions presented here and by any provided to you at the time the new service or feature is added or at the time of enrollment for the feature or service if applicable. Not all Online Banking services are available through Mobile Banking. When you access Mobile Banking, you will see a menu of available functions based on the services that you selected when you enrolled in Mobile Banking. For a detailed list of the services available through Mobile Banking, see our current Online Banking Agreement and Disclosure.

Additional Mobile Banking Terms and Conditions: Mobile Banking may not be supported by or accessible for all device models or for all carriers at all times. We cannot guarantee and are not responsible for the availability of underlying data services provided by your mobile carrier, such as data outages or out of range issues. You agree to resolve any problems with your mobile carrier directly without involving us. You agree to only use Mobile Banking on a device owned by you. You agree to keep your mobile device and login information secure; we recommend that you lock your device using a PIN code or password when you are not using it. Although Mobile Banking will not display the full account number for any of your accounts, it will display other sensitive information about your accounts, including balances and transfer amounts. Anyone with access to your mobile device may be able to view this information. We are not liable for any damages or disclosure of information to third parties due to your inability to ensure the safety, security and integrity of your account and transactions when using Mobile Banking.

You also understand the importance of your role in preventing misuse of your accounts through Mobile Banking and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree you

will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you know how to properly use your mobile device and the Software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your mobile device.

Fees: There are no fees to enroll in or use Mobile Banking. However, message and data rates apply. Contact your mobile service provider for charges applicable to your plan with your provider. Transaction fees apply that are set forth in other account agreements, for example, excessive withdrawal fees applicable to certain account types; and when paying bills, if you use the expedited payment options or making person-to-person payments, the fees applicable to these special services will apply. Additionally, if you conduct a transaction through Mobile Banking and at the time of processing there is insufficient funds in your account, insufficient funds paid or returned fees will apply. Please refer to your account disclosures and Online Banking Agreement and Disclosure. We reserve the right to institute or change fees for Mobile Banking and will provide notice as required by law.

Lost or Stolen Mobile Device or Password; Unauthorized Transactions: If your mobile device has been lost or stolen, please contact us at 951-766-4100 as soon as possible. You can also deactivate the device in Online Banking, select the [Profile link](#), then select [Manage Device\(s\)](#) located adjacent to the Mobile banking profile, in the drop down for [the device](#), select [Stop using this device](#) for Mobile Banking. We also recommend that you contact your mobile carrier. If you believe your user name or password (login credentials) has been lost or stolen, or that someone has transferred or may transfer funds from your account(s) without your authorization, contact us AT ONCE at 951-766-4100. For additional information regarding your and our rights and responsibilities regarding unauthorized transactions, please review the Online Banking Agreement and Disclosure.

In Case of Errors or Questions: Telephone us at 951-766-4100 as soon as possible if you think your statement or transaction record is wrong or if you need more information about a transfer listed on your statement or transaction record. For additional information regarding your and our rights and responsibilities regarding errors in or questions about electronic funds transfers or your accounts and how such errors and questions are processed, please review the Online Banking Agreement and Disclosure. For questions or concerns about the Mobile Banking service itself, you may call us at 951-766-4100.

We reserve the right to limit the types and number of accounts or devices eligible and the right to refuse to make any transaction you request through Mobile Banking without prior notice. We may modify, add or delete Mobile Banking functions from time to time, and will give you notice when required by law. We reserve the right to suspend, remove, or disable access to Mobile Banking at any time without notice. We may also impose limits on the use of or access to certain services without notice or liability. In no event will we be liable for the removal or disabling of access to Mobile Banking. You may cancel your Mobile Banking service at any time by contacting us or deactivating your device through Online Banking.

To obtain a copy of this Agreement or the current Online Banking Agreement and Disclosure, login to Online Banking and in the bottom right hand corner click on [Statement Disclosure](#) or call us at 951-766-4100.

By accepting this Agreement, you acknowledge that you have read this Agreement, agree to its terms and conditions, and consent to receiving notices and disclosures concerning Mobile Banking electronically, including by text message or e-mail that you set up when you enrolled in Mobile Banking and Online Banking. You are solely responsible for keeping your mobile phone number and e-mail address current. If you need assistance updating your information, you may call us at 951-766-4100. All disclosures and notices by us are deemed given and received by you immediately upon being sent electronically. Disclosures and notices may also appear in or on your bank account statement(s) or sent by regular mail. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail. If you would like a paper copy of a notice or disclosure, call us at 951-766-4100. You may, without charge, withdraw your consent to receiving notices and communication electronically by calling 951-766-4100, but in that event we can terminate your Mobile Banking service. By accessing Mobile Banking or using any related services, including new services or features when they become available, you agree to comply with the terms of this agreement.