

Home State Bank Mobiliti, Mobile Deposit and Alerts Terms & Conditions

Last Updated: February 2026

Thank you for using Home State Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at anytime. In case of questions please contact customer service at 320.231.1118 or visit <https://www.hsbofmn.com>.

Home State Bank Privacy Policy [Home State Bank Privacy Policy \(hsbofmn.com\)](https://www.hsbofmn.com)

Mobile Deposit Quick Guide (see all Mobile Deposit terms below)

- Single Check limit \$2,000
- Mobile Daily Limit \$5,000
- Endorsement required: Endorse the Check with both "Mobile Deposit Only HSB" and your signature
- Funds are normally deposited within 1-2 business days.
- The business day cutoff time for deposits is 3 p.m. CT.

Mobiliti Terms and Conditions

- **Program:** Home State 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 320-231-1118 or send a text message with the word "HELP" to this number: 99588. 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: 99588. 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, MetroPCS.

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 Home State Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Home State Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Home State 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, perform analytics to improve the service, 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. Home State 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 Home State 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 Home State 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, cancelbots, 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 Home State 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 https://www.google.com/help/legalnotices_maps/, or other URLs as may be updated by Google.

Card Controls Additional Terms

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Home State Bank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Home State Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to Home State Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Home State Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL,

INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Alerts Additional Terms

The following Alerts terms and conditions (“Alerts Terms of Use”) only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in Home State Bank Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Home State Bank account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Home State Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Home State Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“EndPoints”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Home State Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and

preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Home State Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at {888-243-2543}. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Home State Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Home State Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Home State Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Mobile Deposit Service Terms

HSB Mobile Deposit is designed to increase convenience to our retail customers. The service allows you to make deposits of checks ("original checks") to your HSB account(s) from home or other remote locations by delivering the digital image of an original check and associated deposit information ("images") to us, or our processor, with your smart phone, tablet or other mobile device. You must be an HSB online banking user with a valid email address to use for HSB Mobile Deposit. When you sign up for Home State Bank's Mobile Banking service through online banking, you will also have access to HSB Mobile Deposit. Your use of these services constitutes your acceptance of this Agreement.

Definitions. As there are some terms and/or documents referred to in this Agreement with which you may be unfamiliar, we use the following definitions throughout this Agreement:

Deposit Account Terms and Conditions: Your HSB Deposit Account Terms and Conditions were given to you at the time your account was opened. It is also available upon request from a customer service representative at any of our branches

Drawn On: When this or a similar phrase is used with reference to an account, it means the account in which the funds for the check that is to be paid are held.

Endorsement: The payee's signature(s) and "Mobile Deposit Only HSB" on the back of the check.

Payee: The person to whom payment is made by a check.

Payor: The person who orders payment – in other words, the person who SIGNS a check.

Limits. Mobile Deposits are limited in amount to \$2,000 per item and \$5,000 per day. If you wish to apply for a higher limit, contact us. These amounts are subject to change without notice. If you attempt to initiate a deposit in excess of these limits, your deposit will be rejected. If we make an exception and permit you to make a deposit in excess of your limits, such deposit will still be subject to the terms of this agreement, and we will not be obligated to allow such a deposit at other times.

Eligible items. You agree to scan and deposit only checks drawn on U.S. banks in U.S. dollars.

You agree that you will not use HSB Mobile Deposit to deposit:

- Checks which are stale (more than 6 months old,) or post-dated (made payable at some point in the future);
- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you);
- Checks payable to you and another party who is not a joint owner on the account; or
- Checks that contain evidence of alteration, or that 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 is drawn;
- Checks that have been previously negotiated;
- Checks that have previously been submitted through the Service or through a mobile deposit capture service offered at any other financial institution;
- Deposits which exceed your per check or daily limit.

Requirements. Each image must provide all of the information that is contained on the front and back of the original check at the time presented to you by the payor, including, but not limited to, the following information: information about the payor and the paying bank that is preprinted on the original check; the numerical encoded information on the bottom of the check; the payor's signature(s); and all required endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the check within 1½ inches from the top edge. Your endorsement must include your signature and the words "MOBILE DEPOSIT ONLY HSB". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

If the check is made payable to you and another payee, both of you must endorse the check, and it must be deposited into an HSB joint account owned by both of you. If the check is payable to you or another payee, or if the check lists two payees and does not specify "or", either of you may endorse the check and deposit it into any HSB account for which the person endorsing the check is an authorized party. As described in your Account Agreement, we may not accept checks with multiple endorsements for deposit unless we are able to verify each endorsement.

Receipt of Deposit. All images processed for deposit through HSB Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. To confirm status of a mobile deposit log into your Mobile Banking app and go to the "Mobile Deposit History". The image is not deemed "received" by us until it is posted to your account. Acceptance within the HSB Mobile Deposit application does not mean that the image is free of errors or will be accepted for deposit. We are not responsible for any image we do not receive. Following receipt, we may process the image by preparing a "substitute check" or using the image to clear the item. We reserve the right to reject any deposit made through HSB Mobile Deposit, which fails to satisfy any of our processing requirements, as determined by us in our sole discretion. Reasons for rejection may include any of the following: incomplete or missing endorsement; illegible check or poor image quality; altered check; or duplicate check. This list is a list of examples only and is not a list of all of the reasons that an image of a check may be rejected.

Original checks. After you receive confirmation that we have received an image, you must securely store the original check for thirty (30) days after transmission to us and make the original check accessible to us at our request. We may request to view the original check for a variety of reasons, such as we have concerns with the accuracy or validity of the image. Upon our request, and within five (5) business days, you must deliver to us, at your expense, the original check. If you do not provide the original check in a timely manner, the deposit in question will be reversed from your account. At the end of this thirty (30) day period, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if the original check is ever presented again for payment.

Returned Deposits. As with any non-cash deposit, credit to your account for any check deposited using HSB Mobile Deposit is provisional. If an original check deposited through HSB Mobile Deposit is dishonored, rejected or otherwise returned unpaid for any reason, including without limitation issues relating to the quality of the image that you have transmitted to us, you will receive an image, reproduction or substitute of the original check and we will charge the deposit amount back to your account. As with any returned item, you will be responsible for reimbursing us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You are prohibited from

attempting to deposit or otherwise negotiate an original check through HSB Mobile Deposit if it has been charged back to you. You may be able to negotiate a returned item in person and should speak to a customer service representative at any of our branches if you require such assistance. As described in your Account Agreement, if you deposit a check that is returned to HSB for any reason, including insufficient funds of the payor, we may “set off” the amount of the returned item. We may “set off” by debiting the account into which you deposited the returned item or by transferring funds from another HSB account held by you. We may do so whether or not the reason for the returned item was presented to us on a timely basis.

Your Warranties. You make the following warranties and representations with respect to each image you transmit to us using HSB Mobile Deposit:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the payer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check. No person will receive a transfer, presentment, return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check, such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check, other than a non-negotiable photocopy which may be kept for recordkeeping purposes.
- The original check was authorized by the payer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- You will notify us immediately if you learn of any loss or theft of the original check. With respect to each image, you make to us all representations and warranties that we also make, or are deemed to make, to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. You will use HSB Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit images of original checks for deposit and that you have handled the original checks in accordance with applicable laws, rules and regulations.

HSB Mobile Deposit Unavailability. HSB Mobile Deposit may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. In the event that HSB Mobile Deposit is unavailable, you may deposit original checks at our branches or by mailing the original check to: Home State Bank P.O. Box 1620, Willmar, MN 56201.

Funds Availability. We may return or refuse to accept all or any part of a deposit to your account using Mobile Deposit at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned. Images of items transmitted by you are not considered received by us until you receive an electronic confirmation of the receipt of the deposit from us. Receipt of the confirmation from us does not mean that the transmission was error free or complete, you may still receive a declined deposit email if the deposit is outside our guidelines. Although HSB Mobile Deposit utilizes technology as a delivery method, checks deposited through this service are processed in the same manner as a paper deposit you would make at a branch and are NOT considered “electronic direct deposits” for purposes of funds availability. Deposits made through HSB Mobile Deposit will generally be credited to your account in 1-2 business days.

Business Days. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.

HSB Mobile Deposit Security. You agree you will complete each deposit via HSB Mobile Deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to take all necessary steps to safeguard against

unauthorized deposits. You must notify us immediately by telephone at (320) 231-1118 and with written confirmation if you learn of any loss or theft of original checks. You agree to ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring to confirm that you have satisfied your obligations under this Agreement.

Errors in Transmission. By using the services, you accept the risk that an item may be intercepted or misdirected during transmission. HSB bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of any image transmitted to us using HSB Mobile Deposit. You are solely responsible if you intentionally or unintentionally submit fraudulent, inaccurate, incorrect, illegible or otherwise improper or unusable images to us. You are also solely responsible if HSB Mobile Deposit is used by any person other than you, whether or not you have authorized such other person, to submit fraudulent, unauthorized, inaccurate, incorrect, illegible or otherwise improper or unusable images to us. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile, copy or reproduce all or any part of, or interfere or attempt to interfere with, the technology or service included in or associated with HSB Mobile Deposit.

We and our technology partners retain all rights, title and interests in and to all services, technology, software and hardware included in or associated with HSB Mobile Deposit.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of HSB Mobile Deposit and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners and hold harmless their affiliates, officers, employees and agents against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to us or your use of HSB Mobile Deposit or our technology partners' applications relating thereto, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF HSB MOBILE DEPOSIT 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 HSB MOBILE DEPOSIT, 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 HSB MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING HSB MOBILE DEPOSIT WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN HSB MOBILE DEPOSIT OR ANY OF THE TECHNOLOGY RELATED THERETO 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 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, HSB MOBILE DEPOSIT REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Amendments and Termination: We may restrict and/or cancel, without prior notice, your ability to use the HSB Mobile Deposit system if we notice any suspicious activity. Under such circumstances, your service will not be reinstated until

such problems are resolved. You may terminate this service anytime by sending a written request by electronic mail to: cservice@hsbofmn.com, or by first class mail to: Home State Bank P.O. Box 1620, Willmar, MN 56201. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. HSB reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept any material change to this agreement the next time you use the Service after HSB has made the change. Further, you will be deemed to accept any changes to this Agreement if you continue to maintain and use HSB Mobile Deposit, which continuing maintenance and use must occur after you have received any required notice, if applicable.

Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

Entire Agreement. This Agreement, including all agreements and other documents incorporated by reference, embodies the entire agreement between the parties. Any oral agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

No Waiver. No waiver of the performance or breach of, or default under, any condition or obligation in this Agreement will be deemed to be a waiver of any other performance, or breach or any other condition or obligation of this Agreement.

Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the state of Minnesota without regard to the conflict of laws principles thereof.

Disputes. Any dispute relating in any way to your use of HSB Mobile Deposit, to this Agreement, to your Account Agreement, to the Funds Availability Disclosure, or to our advertising or solicitation practices shall be submitted to confidential arbitration in the state of Minnesota. Arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration or any other action or proceeding involving any other party subject to an agreement with us governing such party's use of HSB Mobile Deposit, whether through class action or arbitration proceedings or otherwise.

Notices. Any communication, notice, statement or demand required to be served on any of the parties under this Agreement shall be in writing and sent either by electronic mail, first class mail or registered mail to the respective addresses of the parties as indicated in this Agreement or, in the case of any such communication, notice, statement or demand from us to you, to the most recent address for you that we maintain in our records as of such time.

[Home State Bank Privacy Policy \(hsbofmn.com\)](https://www.hsbofmn.com/privacy-policy)

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Home State Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Home State 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, perform analytics to improve the service, 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.

Biometric Login for Mobile Banking. Biometric login is an optional biometric sign-in method for Home State Bank Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and Home State Bank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within Home State Bank Mobile Banking. Home State Bank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Home State Bank Mobile Banking.

SECURITY PROCEDURE

Home State Bank Online Banking has login security that uses Multifactor Authentication (MFA) technology to authenticate a user's identity. MFA Challenge Questions/Answers are used to identify you and prevent unauthorized access to your information. MFA allows you to select each Challenge Question and provide your answer during login security setup. The Challenge Questions are used to authenticate the user when accessing Internet Banking from a non-registered computer.

Your personal password is confidential and should not be disclosed to third parties. You are responsible for the safekeeping of your password. You agree not to disclose or otherwise make available your password to anyone not authorized to sign on your accounts. If you permit another person to use the service or give them your User ID and your password, you are responsible for all activity the person initiates even if that person exceeds his or her authorization.

Your Home State Bank Online Banking password is used only for Home State Bank Online Banking, Mobile and bill payment transactions. You may change your password at any time by selecting Profile. You agree that you have considered the security procedures of the Home State Bank Online Banking service and find that the security procedures are commercially reasonable for verifying that a bill payment transfer or other communication from you is, in fact, yours.

PREAUTHORIZED PAYMENTS

Right to stop payment 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 payment address listed in this Agreement in time for us to receive your request 3 business days or more before the payment is scheduled to be made. A Stop Payment can be initiated if you call, we may also require you to put your request in writing and get it to us within 14 days after you call. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

Notice of varying amounts. If these regular payments may 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 UNAUTHORIZED USE

You will notify us immediately if you believe that your password has become known to an unauthorized person or if someone has transferred money or made payments without your permission. You understand that calling us in such cases is the best way of keeping your possible losses to a minimum. If you suggest that an unauthorized transfer or bill payment may have occurred, we may require you to sign an affidavit verifying such occurrence.

You understand that you can lose all the money in your deposit accounts (including any funds accessible for covering insufficient funds) accessed through Online Banking if you do not inform us that your password has become known to an unauthorized person. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if an unauthorized person used your password to access Online Banking without your permission.

If you do not tell us within 2 business days after you learn that your password has become known to an unauthorized person, and we can prove that you could have stopped someone from using your password without your permission if you had told us, you can be liable for as much as \$500.00.

If your statement shows electronic funds transfers that you did not make, you must notify us immediately. The Bank may require you to provide your complaint in the form of an affidavit. If you do not tell us about unauthorized

transfers within 60 days after your account statement is sent to you, you may not get back any money that you lose after the 60-day period if we can prove that, had you told us about the unauthorized transfers on time, we could have stopped someone from taking the money.

If a good reason (such as a lengthy vacation or hospitalization) kept you from telling us, we will extend the period.

LIABILITY FOR FAILURE TO MAKE PAYMENTS

If we do not send a bill payment or make a transfer on a timely basis, as set forth in this Agreement, or in the correct amount according to your instructions, we may be liable for damages caused. However, we will not be liable if...

1. If through no fault of ours, your designated funding account does not contain sufficient funds to make the payment or transfer.
2. If you exceed the available funds that would cover overdrafts.
3. If the equipment, ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control, such as fire or flood, prevented the bill payment or transfer, despite reasonable precautions we have taken.
5. If a court order or legal process prevents us from making a transfer or bill payment.
6. If you have reason to believe that there has been unauthorized use of your password and you fail to notify us as set forth above.
7. If the payee does not process a payment correctly, or in a timely manner.

There may be other exceptions stated in other agreements with you. If any of the circumstances listed in 3. or 4. above occur, the Bank shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or may have been processed incorrectly.

ERRORS OR QUESTIONS

If you think your statement is wrong, or you need more information about a transfer listed on the statement, contact Home State Bank at 320.231.1118 or write us at 1610 East Highway 12, Willmar MN 56201.

- We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears.
- When notifying us, tell us your name, username and account number.
- Describe the error on the transfer in question and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the date and 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. 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.
- We will determine whether an error occurred within 10 business days (20 business days if your account has been opened for 30 days or less) 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 your account has been open for 30 days or less) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if your account has been opened for 30 days or less) 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 you are a new customer, an account is considered a new account for 30 days after the first deposit is made.
- 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.

CONFIDENTIALITY

As it specifically pertains to electronic funds transfers, we may disclose information to third parties about your account and the payments or transfers you make as stated in our separate Privacy Policy. You may view this Privacy Policy on our website or you may contact us for one. You agree that you have been given the opportunity to read the Privacy Policy.

Documentation and Verification of Payments / Transfers

1. Confirmations

Upon completion of an Online Banking transaction, a confirmation will be provided. We recommend that you print the transaction results for verification purposes. You should record this in your checkbook register as a permanent record of the transaction. This will help in resolving any problems that may occur.

2. Periodic Statements

Information concerning Online Banking transactions will be shown on your normal statement for the account to and from which transfers or payments are made. If you have a checking or money market account, you will receive a monthly statement. If you have a savings account, you will receive a statement during months with electronic funds activity or quarterly if there is no such activity. eStatements (Electronic Statements) are available for your checking and savings accounts. Go to Profile and select Electronic Statements. Click on the "electronic statements terms and conditions", complete all steps as outlined to accept the eStatement Agreement and Disclosure.

OTHER CONDITIONS

You are responsible for complying with all terms of this Agreement and the regulations governing all of the accounts that you access through Home State Bank Online Banking. We can terminate your Home State Bank Online Banking privileges without notice to you if you do not pay any fee required in this Agreement when due, or if you do not comply with this Agreement. The regulations governing all of your accounts are set forth in your account information disclosures and Agreements, copies of which are available from the main bank or the branch. You may terminate this Agreement by calling 320-231-1118 or by providing written notice to Home State Bank at 1610 East Highway 12, Willmar MN 56201. We may terminate this Agreement and your use of Home State Bank Online Banking without notice. This will include the discontinuation of online statements. Please refer to your specific account disclosures as this may affect your qualifications. No transfers or orders payable to third parties via Home State Bank Online Banking services will be honored if received the day of termination and thereafter. If termination occurs, you will have to repeat the registration process for Home State Bank Online Banking.

CHANGE IN TERMS

The Bank may change any term or condition of this Agreement, and will mail or deliver a written notice to you at least 21 days before the effective date of any change in a term or condition if the change would result in increased or charges, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

CONTACT INFORMATION

Willmar Office
1610 E. Hwy 12, Willmar MN 56201
320.231.1118

Cosmos Office
200 Milky Way Street S., Cosmos MN 56228
320.877.7211

Litchfield Office
1435 E. Hwy 12, Litchfield, MN 55355
320.593.2001

Hutchinson Office
745 Hwy 7 West, Hutchinson, MN 55350
320.234.9988

Website: <https://www.hsbofmn.com>

You may contact us through e-mail. Please note that e-mail, in general, is not a secure means of communication. If the information you need to convey to Home State Bank is of a sensitive nature (account

numbers, Social Security Number, passwords or PINs), please contact us by phone, U.S. mail or come visit us in person.

Card Management Additional Terms

The card management feature is offered by HOME STATE BANK (referred to herein as “Card Controls”, “us”, “we” or “our”) for use by HOME STATE BANK cardholders. HOME STATE BANK’s card management feature is intended to allow You to initiate certain payment card related activities for Your enrolled HOME STATE BANK card(s) via the card management feature. Those activities may include the ability to but not limited to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“Controls”)
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“Alerts”)
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report Your card as lost or stolen
- Review Your spending by merchant type and/or by month
- View a list of merchants storing Your card information for recurring or card-on-file payments

The card management feature may enable access to HOME STATE BANK and third parties’ services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the card management feature allows You to access third party services, HOME STATE BANK and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts.

HOME STATE BANK reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in HOME STATE BANK’s card management feature.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event (“Event”) triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device (“Notification”) is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, “Commands”) are

likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

If You registered to receive Notifications to Your mobile device, the card management feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. HOME STATE BANK does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither HOME STATE BANK nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither HOME STATE BANK nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. HOME STATE BANK, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.