

myHeritage Bank Online Banking Agreement

1. General Terms and Scope

a. The use of Online Banking requires that you read and agree to the terms and conditions of this Online Banking Agreement ("Agreement"). When you click "Submit" and use Online Banking, these actions indicate that you or anyone you authorize (collectively referred to as "you"), are acknowledging that you have read, understood and agree to all terms and conditions within this Agreement. If you do not agree to the terms and conditions in this Agreement, do not register for Online Banking or any features within our Online Banking Services, such as ePay Online Bill Pay, Mobile Banking, Account Alerts, and Bank to Bank Transfers. If you have any questions or do not understand any terms of this agreement, please contact the Bank prior to your use of the service.

b. By entering into this Agreement, *you certify that you are at least 18 years of age or older and that you have the authority to conduct transactions for the accounts you request access to through Online Banking.* You agree not to use the Service to conduct any business, activity, or solicit the performance of any activity that is prohibited by law, or any contractual provision by which you are bound. You agree to comply with all applicable laws and regulations in connection with our Online Banking.

c. Your use of Online Banking is governed by this Agreement and any terms of use for Online Banking services, as well as other documents provided to you at time of account opening (Terms and Conditions, Regulatory Disclosures, Privacy Policy, Fee Schedules, etc.) Any future amendments to any or all of these documents are hereby incorporated as part of this Agreement as well. In addition, if you have enrolled in Mobile Deposit, ePay Online Bill Pay service or Person to Person Transfer service, those activities are governed by the separate Agreements as well. Such documents, disclosures and policies represent the sole and exclusive agreement between you and Heritage Bank regarding Online Banking, superseding any and all previous written or oral agreements and understandings regarding Heritage Bank's Online Banking services. The terms and conditions of the agreements and disclosures for each of your deposit and loan Accounts continue to apply notwithstanding anything to the contrary in this Agreement. In the event of any conflict between this Agreement and any other agreement governing your deposit or loan Accounts, this Agreement (or your agreement for Mobile Deposit, ePay Online Bill Pay service or Person to Person Transfer service) will control regarding your online access and online usage of your account(s).

2. Definitions of Terms

a. "Bank", "we", "our", and "us" refer to Heritage Bank N.A.

b. "You" and "Your" refer to any person that is a signer on an Account or a representative who has the authority to access the Account through Online Banking.

c. "Account" or "Accounts" refer to your deposit and loan accounts established at the Bank, including lines of credit.

d. "Business day" means any day Monday through Friday, except bank holidays.

e. "Consumer Account" means a checking, savings, or money market Account established by an individual primarily for personal, family, or household purposes.

f. "Non-Consumer Account" means a checking, savings, or money market Account established by an entity (trust, business, organization, association, government, trust, estate, etc.) which is not a natural person or was established by a natural person in order to conduct transactions primarily for business, commercial, or agricultural purposes.

g. "Website" refers to the Bank's Online Banking website which is found at <http://www.heritagebankna.com>.

h. "Online Banking" means the Internet-based banking service provided by the Bank through this Agreement.

i. "Username" means the unique username that you select when establishing your Online Banking relationship with us.

j. "Password" is the secret word or phrase that you select and meets the requirements for Online Banking access.

k. "Out of Band Authentication" refers to a service that requires verification through a separate communication channel to aid in the authentication of the user and further secure the logon process.

l. "ePay" or "Online Bill Pay" means a third-party bill payment service that you select in addition to Online Banking. These services are available for Consumer Accounts only and governed by a separate Agreement which you must accept prior to using Online Bill Pay.

m. "Transfer Instructions" are instructions you give us through Online Banking to transfer funds between Accounts you can access through Online Banking.

n. "Electronic message" means an electronically transmitted message that allows the text to be displayed on equipment in the recipient's possession (personal computer, mobile phone, tablet, iPod, and any future developed Internet or App enabled devices). An electronic message is considered written notice for purposes of this Agreement.

3. Consumer Protection Provisions

a. Consumer Account Provisions. Certain provisions of this Agreement apply only to Consumer Accounts, which as defined above means a checking, savings or money market account established by an individual primarily for personal, family or household purposes. The consumer protection provisions of the federal Electronic Fund Transfer Act and Regulation E of the Board of Governors of the Federal Reserve/Consumer Financial Protection Bureau apply only to electronic fund transfers involving Consumer Accounts.

b. Non-Consumer Accounts. If an Account is owned by an entity (trust, business, organization, association, government, etc. which not a natural person) or was established by a natural person in order to conduct transactions primarily for business, commercial or agricultural purposes, then any Online Banking electronic fund transfer will be considered an "authorized use" and your liability for any Online Banking transaction relating to that Account will be unlimited, regardless of the provisions within the Federal Electronic Fund Transfer Act, Regulation E, or any standardized literature or disclosures we may have inadvertently provide to you.

4. Minimum Hardware and Software Requirements to Use Online Banking

To use Online Banking, you need:

- A personal computer, operating system, and telecommunications connections to the Internet capable of supporting the foregoing.
- An Internet browser that supports 128-bit encryption, such as Internet Explorer version 9.0 or above.
- A valid email address on file with us, and email software capable of interfacing with standard email protocols.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A printer that is capable of printing from your browser and email software.

We may update these requirements at any time in our sole discretion. You are solely responsible for having the required hardware and software and for securing an Internet Service Provider. You also are responsible for any and all fees relating to communications carriers (e.g., telephone, cable, DSL, or satellite), software providers (other than software that we may provide you) and/or Internet service fees that may be assessed by your communications carrier and/or Internet service provider.

5. Access to Online Banking

In addition to the hardware and software requirements above and having an Account with us, in order to use Online Banking, you must have a Username and Password. Once you have completed the initial login screen, you will be asked to reset your Password. Thereafter, you may change your Password at any time. We recommend that you change your Password regularly and memorize it. Do not write it down. It is your responsibility to remember your Password; we do not maintain a record of it. Your new Password should be 8-16 characters and must contain ALL the following; at least 1 number, 1 letter, and one special character (such as @, #, \$, %, etc.).

You can reset your Password through Online Banking or by contacting Heritage Bank's Customer Care Team at (800) 344-7048 extension 3989.

In some cases, out of band authentication will be required for additional security. This authentication is used in conjunction with a username.

6. Use of Your Online Banking Username and Password

Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any Online Banking transaction facilitated through the Website:

1. Initiated by you, at your direction, with your Username and Password, or with your consent (whether expressed or implied);
2. Initiated by an agent with respect to any Account which you may access through Online Banking;
3. Initiated by a member of your household, whether or not related to you;
4. Initiated by any person (or that person's agent) who is the owner or co-owner of any Account which you may access through Online Banking;
5. Which results in the transfer of funds between Accounts you may access through Online Banking, even if subsequent transfers out of the Accounts benefit someone else;
6. Which is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable); or
7. Which you contend is unauthorized, unless you cooperate fully with us in our investigation of the transaction, assign to us your right of recovery against the wrongdoer if we reconstitute your Account, and cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer.

Any person initiating the foregoing transactions will be deemed an authorized user except to the extent prohibited by applicable law or regulation.

7. Security; Reliance on Your Instructions

You understand the importance of your role in preventing misuse of your Accounts through Online Banking and you agree to promptly examine your periodic paper and/or electronic statement for each of your Bank Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, your Username and Password, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your Account, may allow unauthorized access to your Account. Your Username and Password are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via the online banking system utilizes identification technology to verify that the sender and receiver of the System transmissions can be appropriately identified by each other. Regardless of our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Bank's system, or email transmitted to and from us, will not be monitored and read by others.

We will rely and act on instructions we receive through Online Banking. You are responsible and liable for those transactions to the extent allowed by law and as provided in this Agreement and all of our Other Agreements with you. All such instructions will be considered as having been given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions. You agree that you have been provided with a disclosure of the security procedures that will be used to authenticate transactions through Online Banking. You agree that those security measures are commercially reasonable security measures and that we may rely upon any instructions we receive upon authentication using these agreed upon security procedures.

8. Anti-Virus, Firewall, Spyware, and Other Protection

You are responsible for taking and maintaining security precautions to protect your computer, data, and system. You agree that we are not responsible for any electronic virus, spyware, or malware that you may encounter using the Bank's Online Banking product. We encourage you to routinely scan your PC and diskettes using any up-to-date, reliable virus, spyware, and malware protection product to detect and remove any virus, spyware, and malware found. Undetected or unrepaired, a virus, spyware, or malware may corrupt and destroy your programs, files and even your hardware. You are responsible

for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing and backing up any data and information stored in or on your operating systems. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through an internet connection.

9. Transfers You May Make Using Online Banking

Your use of Online Banking to conduct the types of transfers listed below is subject to the terms and limitations stated within this Agreement, subject to any additional agreement for a particular service, and subject to the applicable instructions and disclosures we provide to you for each type of transaction. This Agreement, our Other Agreements with you, and our disclosures may limit your ability to initiate transactions, including limits or restrictions on the number and dollar amount or types of transactions that we may from time to time impose. As new services become available, by your use of such services, you agree to be bound by this Agreement and amendments to this Agreement regarding the new services and any additional rules which we provide you concerning the new services.

Subject to any other applicable agreements, you can make the following transfers using Online Banking:

a. Transfers Between Your Heritage Bank Deposit Accounts – You can transfer funds between your deposit Accounts with us (i.e. checking or savings Accounts).

b. Transfers from your Heritage Bank Deposit Accounts to a Heritage Bank Loan Account – You can transfer funds from a deposit Account to a loan Account to make loan payments.

c. Transfers from your Heritage Bank Lines of Credit – If you have a line of credit with us, you may use Online Banking to obtain an advance on that line, within your credit limit and according to the terms of the loan, and transfer that amount to a deposit Account.

d. ePay Online Bill Pay – ePay is available on Consumer Checking Accounts. If you sign up for ePay, you may pay bills directly from your Heritage Bank Deposit Accounts in the amounts and on the days you request. ePay is provided by a third party, iPay, who is not affiliated with Heritage Bank. The terms of your ePay Online Bill Pay are governed by the terms and conditions provided by the Bank at the time you enroll in those services.

e. Transfers Between your Heritage Bank Accounts and Accounts held by you at Other Banks (“Bank to Bank Transfer Service”) – For Consumer Deposit Accounts when using this Online Banking system, you may transfer funds from your Heritage Bank Accounts to your accounts at other financial institutions, as well as transfer funds from other banks to your Heritage Bank deposit account. International transfers are not supported. See Section 15 below for more details.

f. Jumbo Deposit Account Customers – Please contact us at 800-344-7048 ext. 3920 for additional large dollar transfer options.

10. Accounts You May Access

Subject to any restrictions we may impose from time to time, you may access any of your deposit Accounts at Heritage Bank through Online Banking. All deposit Accounts and line of credit Accounts on which you are an Account owner, authorized signer or borrower may be linked. If you have a line of credit (e.g., overdraft protection), you agree that the available portion of a line of credit may be accessed through Online Banking. You understand and agree that the provisions of the agreement relating to your line of credit will govern overdrafts, and direct advances resulting from your use of Online Banking.

11. Real-Time Account Information

By using our Online Banking, you can get your Account information conveniently and for your Account(s). Balance information shown for your deposit Accounts is the balance in your account at the beginning of the business day, less any holds, and includes certain debits and credits which have taken place since the close of the previous banking day (for example, ATM deposits and withdrawals, cash deposits, wire transfers and other online activity). While the Bank strives to update your Account(s) in real-time, we cannot guarantee that the balance in your Account(s) is accurate at a given point in time. It is your responsibility to maintain an accurate understanding of the funds available in your Account(s). At a minimum, the transaction history of your Account which is available for viewing online will include your current statement cycle plus the previous statement cycle.

12. Communications via Email and Text Alerts

a. Email. Conventional email is not a secure method of communication, and we strongly recommend that you not send confidential information, such as account numbers and other financial information, using email. You acknowledge that you understand the risk of using email and that we are unable to guaranty the authenticity, privacy or accuracy of information received or sent via email or to monitor the authorization of persons using your email address. Email messages sent to the Bank are the property of the Bank and we reserve the right to delete such messages from the Bank's system from time to time. You agree to keep your email address current at all times.

We will not send you email requesting confidential information such as your Account number, Username, or password. If you are contacted by anyone requesting this information, do not provide it and contact us immediately.

You understand and agree that we may not immediately receive any email and that we are not responsible for acting on any email until we have received and had a reasonable opportunity to respond. If you believe an unauthorized person has obtained access to your email account, you agree to immediately contact us so we can take steps to cease email communications to you at that address. You agree that we have no obligation to monitor any email address or access device utilized by you or the source of any communication received from your email address. You agree to release us, indemnify us, and hold us harmless from any claim or liability resulting from or connected to any communications sent or received using email.

b. Account Alerts. Your enrollment in Heritage Bank N.A. 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 Heritage Bank N.A. account(s).

Account Alerts and Additional Alerts must be managed and/or added online through the Service. 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. Heritage Bank N.A. reserves the right to terminate its Alerts service at any time without prior notice to you.

c. Method 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 email message; or (d) your Heritage Bank N.A. Online Banking message in-box, by an email 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.

d. Cancel Alerts. To stop Alerts, log into the Service and disable. In case of questions please contact customer service at 800-344-7048 ext. 3989.

e. Limitations. Heritage Bank N.A. 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 Heritage Bank N.A.'s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Heritage Bank N.A., 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.

13. Establishing Internal Transfers between your Heritage Bank Accounts

a. Transfers. Transfers FROM a Heritage Bank deposit Account TO another Heritage Bank deposit Account, line of credit or loan Account will generally be processed simultaneously if the transfer request is made before 6:30 p.m. Central Time/CST on a Business Day. For example, if you transfer funds from Deposit Account 1 to Account 2, the funds will be debited from Deposit Account 1 and credited to the available balance in Account 2 simultaneously if the transfer request is made on a Business Day prior to 6:30 p.m. The funds will be available immediately upon the transfer for withdrawal from

Account 2 through an ATM or debit card transaction or at a teller window, and will also be available to honor checks or other items presented for payment against Account 2 in the nightly processing following the transfer. If we receive your transfer instructions after 6:30 p.m. Central Time/CST, the transferred funds will be credited to your Account as of the next Business Day following the date you initiated the transfer.

b. Scheduled Transfers. Scheduled Transfer of funds between your Heritage Bank deposit Accounts or between your Heritage Bank deposit and Heritage Bank loan Accounts will be processed as follows:

(1) the transfer will be debited from your funding Account when you execute the transfer on the transfer date (regardless of the day or time we receive your instructions); and

(2) the transfer will be credited to your receiving Account during our nightly processing on the day the transfer is scheduled, provided that:

(i) the transfer date you designate is a Business Day,

(ii) we receive your instruction to transfer the funds no later than 6:00 p.m. Central Time/CST on the transfer date, and

(iii) in the event the receiving account has already settled for the day, the transfer will be credited the following business day but will be dated for the intended credit date.

If you designate a non-Business Day as the transfer date, or if we receive your transfer instructions after 6:30 p.m. Central Time/CST on the transfer date, the transferred funds will be credited to your Account as of the next Business Day following the transfer date.

c. Insufficient Funds. If your account does not have sufficient funds for a Transfer, your transfer may not be processed. If your account does not have sufficient funds for a Scheduled Transfer, your transfer will continue to attempt the transfer each business day until there are sufficient funds, or the transfer is either cancelled or edited. Insufficient funds to cover one scheduled transfer will not void future scheduled transfers. If a Transfer is processed and it causes an overdraft, an Overdraft will be assessed.

d. Line of Credit or Loan Transfers. Transfers of funds from a line of credit Account (or loan Account, when available) to a deposit Account will generally be processed simultaneously if the transfer request is made before 6:30 p.m. Central Time/CST on a Business Day.

14. Cancellation Requests for Transfers between Your Heritage Bank Accounts

You may cancel or edit any scheduled funds transfer (including recurring funds transfers) within the Service as long as the Status is pending. There is no charge for canceling a scheduled funds transfer between your Heritage Bank Accounts. Once a funds transfer is in process, it cannot be cancelled or edited.

15. Bank to Bank Transfer Service - Applicable to Consumer Accounts

Subject to any applicable transfer limitations (discussed below), Online Banking permits you to transfer funds between your deposit Accounts at Heritage Bank and your accounts at other financial institutions in the United States. You are responsible for enrolling and verifying your non- Heritage Bank accounts that you wish to use for these transfers. **You agree that you will attempt to enroll accounts only for which you have the authority to transfer funds.**

Bank to Bank Transfers can be initiated on either a one time or recurring basis. Heritage Bank cannot guarantee the transfer or return of funds if another financial institution does not respond in a timely manner. We may make any Bank to Bank Transfers through any payment system or Automated Clearing House processor selected by us. You agree that Bank to Bank Transfers made through any Automated Clearing House processor are subject to the National Automated Clearing House rules. Bank to Bank Transfer Service Cutoff Time is 5:59 pm Central Time/ CST.